

INTERMOUNTAIN POWER SERVICE CORPORATION.

AMENDMENT NO. 3 TO CONTRACT 04-45603

FOR SUPPLEMENTAL MAINTENANCE SERVICES

BETWEEN A.P. & F. CONSTRUCTION

AND

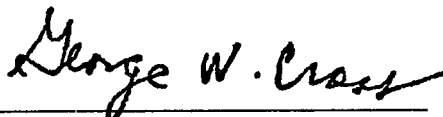
INTERMOUNTAIN POWER SERVICE CORPORATION

Contract Duration is amended as follows:

The Contract shall remain in force until December 31, 2010. The Contract and Amendments executed for the original contractual period shall remain in effect for any such extended period.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment effective September 30, 2009.

INTERMOUNTAIN POWER SERVICE CORPORATION
850 West Brush Wellman Road
Delta, UT 84624



George W. Cross
President and Chief Operations Officer

10/5/09
Date

A.P. & F. Construction
215 South River Bend Way
North Salt Lake, UT 84054

By: 

10/8/09
Date

Title: Manager

INTERMOUNTAIN POWER SERVICE CORPORATION

AMENDMENT NO. 2 to CONTRACT 04-45603

SUPPLEMENTAL MAINTENANCE SERVICES

BETWEEN A.P.& F. CONSTRUCTION

AND

INTERMOUNTAIN POWER SERVICE CORPORATION

Contract Document is amended to read as follows:

DIVISION E1 - GENERAL CONDITIONS, page E1-14, Article 31

31. Contract Duration: The Contract shall remain in force until September 30, 2010. Equitable adjustments to the labor, equipment rental, and daily-subsistence rates as previously agreed to may occur, at the request of the Contractor, and with IPSC approval. Percentage adjustments shall be based upon Contractor's actual costs and shall not exceed the increase set forth in the Western States Field Agreement of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers Union.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment effective October 1, 2008.

INTERMOUNTAIN POWER SERVICE CORPORATION
850 West Brush Wellman Road
Delta, Utah 84624

George W. Cross
George W. Cross
President and Chief Operations Officer

10/2/08
Date

A.P.&F. Construction
215 South River Bend Way
North Salt Lake, UT 84054

By: Ed Hansen
Title: General Manager

10/6/08
Date

INTERMOUNTAIN POWER SERVICE CORPORATION

AMENDMENT NO. 1 TO CONTRACT 04-45603
FOR SUPPLEMENTAL MAINTENANCE SERVICES
BETWEEN A.P. & F. CONSTRUCTION
AND

INTERMOUNTAIN POWER SERVICE CORPORATION

Contract Duration is amended as follows:

The Contract shall remain in force until September 30, 2010. The Contract executed for the original Contractual Period shall remain in effect for any such extended period.

Contract Administrator is amended to Dean Wood.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment effective January 1, 2006.

INTERMOUNTAIN POWER SERVICE CORPORATION
850 West Brush Wellman Road
Delta, UT 84624

George W. Cross
George W. Cross
President and Chief Operations Officer

1/18/06
Date

A.P. & F. CONSTRUCTION
1230 West 2600 South
Woods Cross, UT 84087

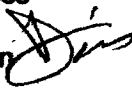
By: Spencer A. Penwell
Title: Project Manager

12-17-06
Date

10/26/07 CO

MEMORANDUM

INTERMOUNTAIN POWER SERVICE CORPORATION

TO: George W. Cross
FROM: Dennis K. Killian 
DATE: October 24, 2007
SUBJECT: Approval Request for AP&F Rate Increase


Page 1 of 1

We are requesting approval of a rate increase for AP&F employees that is slightly higher than the yearly contract-negotiated rate.

Our Supplemental Maintenance Services contract with AP&F limits their rate increases to the percentage increase given to IPSC union employees. Over the life of the contract, they have kept their rates below this amount, even giving us a price decrease in 2005. Last year, we accepted a percentage increase above that amount in order to ensure that AP&F could provide quality craftsmen support for our outage efforts. We are making the same request this year.

AP&F has asked for a rate increase of 4.5 percent while the increase afforded IPSC craftsmen last January was 4.2 percent. This increase yields a rate that is still lower than the allowed wage had they escalated rates at the maximum contract-allowed percentages each year (see the attached rate schedule). They have also asked for an increase in their subcontractor mark-up rate from 5 percent to 8 percent. Other contractors normally bid 10 percent to 15 percent for materials and subcontractor mark up. We have discussed these issues with Maintenance and concur that this is a reasonable proposal and that its approval is critical to the success of our outage efforts.

Please sign below in the space provided to approve this action. If you have questions regarding this request, please call Dean Wood at extension 6464.



George W. Cross
President and Chief Operations Officer

10/25/07

Date

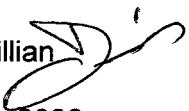
DEW/JKH:jmj
Attachment

IP7_035039

MEMORANDUM

INTERMOUNTAIN POWER SERVICE CORPORATION

TO: George W. Cross

FROM: Dennis K. Killian 

DATE: November 6, 2006

SUBJECT: Approval Request for AP&F Rate Increase

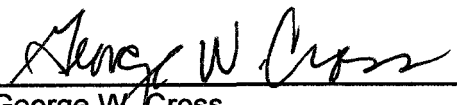
Page 1 of 1

We are requesting approval of a rate increase for AP&F employees that is slightly higher than the yearly contract-negotiated rate.

Our Supplemental Maintenance Services contract with AP&F limits their rate increases to the percentage increase given to IPSC union employees. Over the life of the contract, they have kept their rates below this amount, even giving us a price decrease in 2005. However, AP&F is concerned about their ability to get sufficient help to support our outage efforts if they don't make up the rate gap somewhat this year.

AP&F has asked for a rate increase of 4.8 percent. This increase yields a rate that is still lower than the allowed wage had they escalated rates at the maximum contract-allowed percentages. We have discussed this issue with Maintenance and concur that this is a reasonable request and critical to the success of our outage efforts.

Please sign below in the space provided to approve this action. If you have questions regarding this request, please call Dean Wood at extension 6464.



George W. Cross
President and Chief Operations Officer

11/7/06

Date

DEW/JKH:jmj

IP7_035040

Year	Increase	New Journeyman rate if requested	Actual rate payed
2003-2004			\$42.72
2004-2005	3.26%	\$44.11	\$44.43
2005-2006	3.42%	\$45.62	\$39.78
2006-2007	3.6%	\$47.26	Proposed rate \$41.70

INTERMOUNTAIN POWER SERVICE CORPORATION

CONTRACT 04-45603

and

SPECIFICATIONS 45603

for

SUPPLEMENTAL MAINTENANCE SERVICES

CONTRACT ISSUED TO:

**A.P. & F. CONSTRUCTION
1230 WEST 2600 SOUTH
WOODS CROSS, UT 84087**

CONTRACT ADMINISTRATOR: JAMES NELSON

BUYER: LESLIE B. LOVELL

CONTRACT AGREEMENT

This Contract AGREEMENT, entered into this 13th day of January, 2004, between the **INTERMOUNTAIN POWER SERVICE CORPORATION (IPSC)**, a nonprofit organization under contract to the Intermountain Power Agency (IPA), a political subdivision of the state of Utah, organized and existing under the Interlocal Co-Operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and **A.P. & F. Construction**, with its principal office in Woods Cross, UT, hereinafter called the (Contractor),

WHEREAS, IPSC has prepared Specifications and other Contract Documents for **Supplemental Maintenance Services** as detailed in the Contract Documents (the Work), as herein specified; and

WHEREAS, Contractor has submitted to IPSC a Proposal in accordance with the terms of this Contract Agreement; and

WHEREAS, IPSC has determined and declared Contractor to be the best responsible bidder for the said Work, subject to execution of this Contract Agreement;

AGREEMENTS: In consideration of the compensation to be paid to Contractor, and of the mutual terms and conditions contained herein, IPSC for itself and its successors, and Contractor for itself and its permitted successors and assigns, hereby agree as follows:

ARTICLE I: Contractor shall perform in accordance with the provisions of this Contract Agreement, including the Contract Documents identified in Article III hereof.

ARTICLE II: Contractor will be paid for its performance under this Contract Agreement in accordance with the provisions of the Contract Documents, including those provisions in the Article entitled "Limitation of Liability; Responsible Party" in Division E1, General Conditions.

ARTICLE III: The term Contract Documents means and includes all of the following:

<u>PART</u>	<u>DIVISION</u>	<u>TITLE</u>
A	A1	Notice Inviting Proposals
B	B1	Instructions to Bidder
	B2	Supplementary Instructions to Bidders
C		<u>Bidding Documents</u>
	C1	Bidder's Bond
	C2	Proposal
	C3	Labor, Material, and Performance Bond
	C4	Wage Breakdown Form
	C5	Percentage Markups
	C6	Equipment Rental Rates
	C7	Subcontractor Listing
D	D1	Contract Documents Description
E	E1	General Conditions
	E2	Additional General Conditions
F		<u>Detailed Specifications</u>
	F1	Special Conditions
	F2	Detailed Requirements
		<u>APPENDIX</u>
	1.	IPSC Safety Documents
	2.	Technical Reference Specifications
	3.	PAI #101 - Spill Prevention Control and Countermeasure Plan
	4.	PAI #106 - Hazardous Materials and Waste Management
		PAI #144 - Minimization and Control of Hazardous Materials and Wastes

No Performance Bond or Professional Liability shall be required or provided by Contractor before Contract is executed and begun.

The foregoing Contract Documents, and the documents identified in Part D "Contract Documents Description," are an integral part of this Contract Agreement and are hereby incorporated as part of this Contract Agreement as if fully restated herein. The above listed Contract Documents shall prevail over other information submitted with Contractor's Proposal.

ARTICLE IV: This Contract Agreement, including the Contract Documents, constitutes the entire Agreement of the parties hereto with respect to the Work and other subjects addressed herein, and supersedes all prior oral communications or written documents.

WHEREFORE, IPSC and Contractor execute this Contract Agreement as of the date stated in the first introductory paragraph.

INTERMOUNTAIN POWER SERVICE CORPORATION

850 West Brush Wellman Road
Delta, UT 84624-9546

By: George W. Cross
George W. Cross
President and Chief Operations Officer

1/13/04
Date

A.P. & F. CONSTRUCTION

1230 West 2600 South
Woods Cross, UT 84087

By: Juan L. Arguilla
Title: PRESIDENT

JAN 9, 04
Date

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	C1	Bidder's Bond	C1-1
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		<u>APPENDIX</u>	
	1.	IPSC Safety Documents	
	2.	Technical Reference Specifications	
	3.	PAI #101 - Spill Prevention Control and Countermeasure Plan	
	4.	PAI #106 - Hazardous Materials and Waste Management	
		PAI #144 - Minimization and Control of Hazardous Materials and Wastes	

PART A - DIVISION A1

NOTICE INVITING PROPOSALS

Intermountain Power Service Corporation (IPSC) invites sealed bids for **Supplemental Maintenance Services** in accordance with **Specifications 45603**.

The Work under these Specifications shall include furnishing materials, equipment, labor, supervision, tools, supplies, and services as necessary to perform designated maintenance support Work in accordance with IPSC prepared Work Packages and these Specifications. This Work shall be performed at Intermountain Generating Station (IGS), a coal-fired electric generating station, and related facilities, located near Delta, Utah. The Work shall be performed on a periodic basis as the need arises.

Each Proposal shall be accompanied by a certified or cashier's check payable to Intermountain Power Agency (IPA), or a Surety Bond payable to IPA, IPSC, and the City of Los Angeles Department of Water and Power (LADWP) in the amount of One Thousand Dollars (\$1,000) as a guarantee that the bidder shall execute the proposed Contract Agreement if awarded.


Proposals shall be subject to acceptance within, and irrevocable for, a period of ninety (90) calendar days following the bid due date.

IPSC reserves the right to reject any and all Proposals.

The successful bidder shall furnish a Performance Bond equal to One Hundred Thousand Dollars (\$100,000) and shall keep the Performance Bond in place at all times thereafter until all obligations under the Contract have been discharged.

In the performance of any contract awarded, the bidder shall not discriminate in employment practices against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, age, or physical disability.

Dated: November 5, 2003



Leslie B. Lovell, C.P.M.
Intermountain Power Service Corporation

PART B - DIVISION B1

INSTRUCTIONS TO BIDDERS

1. **Form, Signature, and Delivery of the Proposals:** The bidder's Proposal shall be made on the yellow copy of the Bidding Documents. The Specifications printed on white paper shall be retained by the bidder.

The bidder's name, address, and the date shall be stated in the Proposal. The Proposal shall be signed by the person authorized to bind the bidder.

The Proposal shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the bidder. The envelope shall bear the words "Proposal for," followed by the Specification Number, the title of the Specifications, and the date of bid opening.

If the Proposal is mailed, it shall be addressed as follows:

Intermountain Power Service Corporation
850 West Brush Wellman Road
Delta, UT 84624-9546

If the Proposal is sent by messenger, it shall be delivered to the Administration Building, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, Utah.

2. **Interpretations and Addenda:** Should a bidder find discrepancies or omissions in the plans, specifications, or other documents, or should there be doubt as to the true meaning, the bidder shall submit to the Buyer a written request for an interpretation or clarification thereof. A request for addenda, interpretation, or clarification shall be delivered to the Buyer marked "Request for Interpretation" and must be received by the Buyer in time to permit a reasonable response before the date of bid opening. Any interpretation of, or change in, the documents will be made only by addendum issued to each person to whom Specifications have been issued and will become a part of any contract awarded. IPSC will not be responsible for, or bound by, any other explanations or interpretations.
3. **Correspondence:** All inquiries or correspondence to IPSC prior to award of Contract shall be addressed to the Buyer.
4. **Changes or Alternatives:** The bidder shall not change any wording in the documents. Any explanations or alternatives offered shall be submitted in a letter attached to the front of the Bidding Documents. Alternatives which do not substantially comply with IPSC's Specifications cannot be considered. Language of negation or limitation of any rights, remedies, or warranties provided by law will not be considered part of the Proposal. Bids offered subject to conditions or limitations may be rejected.

DIVISION B1

INSTRUCTIONS TO BIDDERS

5. Specified Materials or Equivalent: Whenever any particular material or process is specified by a patent or proprietary name, by a trade or brand name, of a manufacturer, such wording is used for the purpose of describing the material or process, fixing the standard of quality required, and shall be deemed to be followed by the words "or equivalent." The bidder may offer any material or process which shall be the equivalent of that so specified; however, the bidder must identify the equivalent offered.
6. Language: Everything submitted by the bidder shall be written in the English language.
7. Sales or Use Taxes: Prices quoted by the bidder shall not include any applicable sales or use taxes or Federal Excise Taxes.
8. Duties: Prices quoted by the bidder shall include all applicable duties.
9. Award of Contract: Award of Contract will be made to the lowest and best, regular evaluated responsible bidder. The determination as to which is the lowest and best, regular responsible bidder may be made on the basis of the lowest evaluated cost of a typical Scope of Work to be assigned to the successful bidder. IPSC reserves the right to reject any or all Proposals.

Within fifteen (15) calendar days after the date of award, the successful bidder shall sign the Contract supplied by IPSC. The Contract shall be effective upon execution by IPSC for a period of four (4) years.

10. Bidder's Bond: The Proposal shall be accompanied by a certified check or a cashier's check issued by a responsible bank, payable in the state of Utah to the order of Intermountain Power Agency, in an amount of One Thousand Dollars (\$1,000). A Surety Bond payable to IPA, IPSC, and LADWP in a like amount will be accepted in lieu of a check.

The Surety Bond shall be submitted on IPSC's Bidder's Bond form. The check or Bidder's Bond shall be enclosed in the same envelope with the Proposal.

11. Performance Bond: Within thirty (30) calendar days after date of award of Contract, the successful bidder shall furnish a Performance Bond, payable to IPA, IPSC, and LADWP equal to One Hundred Thousand Dollars (\$100,000).

Premiums for the required Performance Bond shall be itemized separately within the Proposal package. Adders for performance bonding shall not be included in any markup or wage rate.

IPSC reserves the right, throughout the life of the Contract, to require Contractor to increase or decrease the amount of the Performance Bond. Any increases or

DIVISION B1

INSTRUCTIONS TO BIDDERS

decreases in Performance Bond premiums occurring as the result of a change in the required level of performance bonding shall be reflected directly on the invoices submitted to IPSC for reimbursement.

12. Governing Law; Venue: The Contract shall be governed by the substantive laws of the state of Utah, regardless of any rules on conflicts of laws or choice of law that would otherwise cause a court to apply the laws of any other state or jurisdiction. Any action, in law or in equity, concerning any alleged breach of or interpretation of the Contract, or concerning any tort in relation to the Contract or incidental to performance under the Contract, shall be filed only in the state or federal courts located in the state of Utah.
13. Utah License: Only Proposals from Contractors licensed under the laws of the state of Utah will be considered.
14. Contract Fee Structure: Nowhere in these Specifications is the term "fixed fee" used. This is not a fixed fee Contract. Administrative and overhead costs must be included in the applicable percentage markup to be reimbursed under these Specifications.
15. Manpower Requirements: Manpower requirements under the Contract may, at times, be considerable. IPSC's manpower requirements may often be greatest during spring outage window when craft personnel are in highest demand.

PART B - DIVISION B2

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Bidder shall note the following requirements and conditions:

1. **Bidder Qualifications:** Each bidder shall submit written evidence of qualifications to provide the required services. Such evidence shall include, but will not be limited to, the following:
 - a. Details of all resources available within the bidder's company.
 - b. Listing of all related experience including names and telephone numbers of persons to be contacted for further reference.
 - c. Copy of latest certified financial reports and/or documents issued by the bidding company.
2. **Site Verification:** Each bidder shall visit the IPP Plant Site and become thoroughly informed of all conditions and factors which could affect the prosecution of the Work, including, but not limited to, the arrangement and condition of existing or proposed structures; procedures necessary for maintenance of uninterrupted operation of a power plant; the availability and cost of labor; and facilities for transportation, handling, and storage of materials and equipment.

Bidder visits to the IPP Plant Site shall be coordinated with the IPSC Buyer, Mr. Les Lovell, at least one (1) week in advance, by calling (435) 864-6539.
3. **Contractor's Organization:** Each bidder shall submit, with the Proposal, an organizational chart showing the names, titles, and general location of office and field management and supervisory personnel which would be directly responsible for proper execution of the Work.

Prior to award of Contract, those personnel shown in the organizational chart to be directly responsible for interface with IPSC in providing the specified maintenance services shall meet with the IPSC President and Chief Operations Officer and his appointed representatives to ensure complete understanding and compatibility.
4. **Additional Services:** If a particular bidder offers an additional service or services, such as an authorized boiler inspector, certified welding inspector, certified NDE inspector, or safety inspector, IPSC invites bidder to submit an appropriate Wage Breakdown Form for additional personnel.



Spec. 45603

PART C - DIVISION C1

BIDDING DOCUMENTS

BIDDER'S BOND

(Not necessary when certified or cashier's check accompanies bid. *See below.)

SURETY BOND

We, the undersigned Principal and Surety, acknowledge ourselves jointly and severally bound to Intermountain Power Agency (IPA) and Intermountain Power Service Corporation (IPSC) of the state of Utah, and the City of Los Angeles Department of Water and Power (LADWP), in the sum of One Thousand Dollars (\$1,000), to be paid to IPA if the attached Proposal shall be accepted and the proposed Contract awarded to said bidder, and said bidder shall fail to execute the Contract and Bond for the faithful performance thereof; otherwise this obligation to be void.

Dated: NOVEMBER 19, 2003

Firm Name: A P & F CONSTRUCTION

1230 West 2600 South Woods Cross, Utah 84087

By:


(Signature)** RONALD A. PINARELLI

(Surety): The Ohio Casualty Insurance Company

By:


(Signature)

*When the bidder is submitting a check in lieu of a Bond, the check must be made payable to Intermountain Power Agency, must either be certified by a responsible bank or be a cashier's check issued by a responsible bank, and must be payable in the state of Utah.

If check is submitted herewith, state check number _____ and amount \$ _____

**See Form, Signature, and Delivery of the Proposals, Division B1

NOTE: All signatures above must be written in ink.

PART C - DIVISION C2**BIDDING DOCUMENTS****PROPOSAL**

The undersigned hereby proposes to furnish and deliver **Supplemental Maintenance Services** to the Intermountain Power Service Corporation in accordance with **Specifications 45603**.

The undersigned agrees, upon the acceptance of this Proposal: (a) to execute IPSC's form of Contract (including the Contract Agreement and other Contract Documents identified in said Specifications) for furnishing and delivering the items and services embraced in the accepted Proposal, (b) to perform its obligations under the Contract at the prices stated in the accompanying Proposal Documents, and (c) to furnish a Performance Bond conditioned upon the faithful performance of the Contract.

The undersigned furthermore agrees that, in case of failure to execute such Contract Agreement and provide the necessary Performance Bond, the check or Bidder's Bond accompanying this Proposal, and the monies payable thereon, shall be forfeited to and remain the property of Intermountain Power Agency.

The undersigned declares under penalty of perjury that this Proposal is genuine, is not a sham or collusive, and is not made in the interest or in behalf of any person or entity not herein named. The undersigned further declares under penalty of perjury that the bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid, or any other person, firm, or corporation to refrain from bidding. The undersigned also declares under penalty of perjury that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.

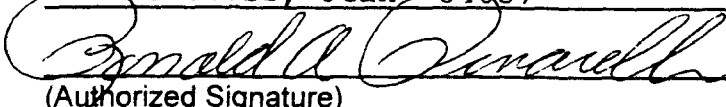
I declare under penalty of perjury under the laws of the state of Utah that the foregoing is true and correct.

Date: NOVEMBER 19, 2003

Bidder: A P & F CONSTRUCTION

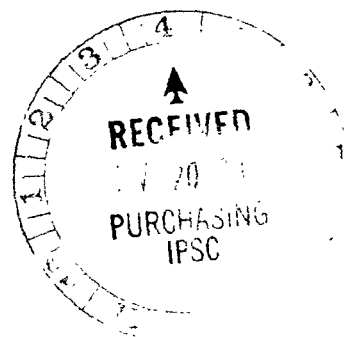
Address: 1230 West 2600 South

Woods Cross, Utah 84087

Signed By: 
(Authorized Signature)

Print Name: RONALD A. PINARELLI

Title: PROJECT MANAGER



C2-1

IP7_035053

PART C - DIVISION C3

LABOR, MATERIAL, AND PERFORMANCE BOND

1. Know all persons by these presents, that

(Contractor's name and address or legal title)

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto Intermountain Power Agency, Intermountain Power Service Corporation, hereinafter called IPSC, and the City of Los Angeles Department of Water and Power, as Obligees, in the amount of One Hundred Thousand Dollars (\$100,000) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Contractor has by written agreement dated _____, 20____, entered into a Contract Agreement with IPSC for **Supplemental Maintenance Services** in accordance with **Contract No. 04-45603** which Contract is attached hereto and by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE,

3. THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall promptly make payment to all claimants for labor and material used or supplied for use in the performance of the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.
4. Whenever Contractor shall be, and declared by IPSC to be, in default under the Contract, IPSC having performed IPSC's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
- a. Complete the Contract in accordance with its terms and conditions, or
 - b. Obtain a bid or bids for submission to IPSC for completing the Contract in accordance with its terms and conditions, and upon determination by IPSC and Surety of the lowest and best, regular responsible bidder acceptable to IPSC, arrange for a Contract between such bidder and IPSC, and make available as

Bond No. _____

work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of Completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding the amount of the Bond. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Contractor under the Contract and any amendments thereto, less the amount previously paid to Contractor.

5. Upon failure of Contractor to timely pay laborers and material men, Surety agrees to discharge such obligation in an amount not exceeding the sum set forth above and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any and all persons named in Title 14, Chapter 2, Utah Code, as amended, so as to give a right of action to such persons or assigns in any suit brought upon this Bond.
6. No right of action shall accrue on this Bond to or for the use of any person or corporation other than named herein, or the heirs, executors, administrators, or successors and assigns of the Obligees, except as provided by statutory or regulatory provisions relating to Contractor's bonds upon public and private contracts, the provisions of which are made a part hereof as a supplemental description of Surety's obligations herein.
7. Surety hereby waives notice of any change orders or extensions of time made by IPSC in accordance with the terms of the Contract.
8. SIGNED AND SEALED this _____ day of _____, 20____ AD

In the presence of: _____
(Principal)

(Seal)

(Witness)

(Title)

(Seal)

(Surety)

(Witness)

(Title)



Spec. 45603

PART C - DIVISION C4

WAGE BREAKDOWN FORM

Hourly Payroll Cost Calculations

The bidder shall complete one (1) copy of this Wage Breakdown Form for each craft and each level of personnel anticipated to be utilized in performing the Work including Site Supervisor, Foreman, Journeyman, Apprentice, etc., as shown within the bidder's proposed organizational chart.

Craft _____ Local Union (if applicable) _____
 Title _____ Location _____
 These rates effective from _____ to _____

	<u>Straight Time</u>	<u>Time and a Half</u>	<u>Double Time</u>
1. Base Rate	_____	_____	_____
2. Vacation (if applicable)	_____	_____	_____
3. Subtotal - Fee Base	_____	_____	_____
4. Subsistence	_____	_____	_____
5. Travel Pay	_____	_____	_____
6. Subtotal	_____	_____	_____
7. Union Contributions (if applicable)			
Health and Welfare	_____	_____	_____
Pension	_____	_____	_____
Apprenticeship	_____	_____	_____
Other	_____	_____	_____
8. Payroll Taxes (FICA, FUI, SUI)			
_____ percent of line 3	_____	_____	_____
9. Workers' Compensation			
_____ percent of line 3	_____	_____	_____
10. Total Hourly Labor Rate	_____	_____	_____
(Total hourly labor rate shall be the basis for the fixed percentage markup as specified in Division E2, Article 2, Payments.)			
11. Premium Portion of Overtime	_____	_____	_____
(No markup is allowed on premium portion of overtime.)			

C4-1

IP7_035056

PART C - DIVISION C5**PERCENTAGE MARKUPS**

1. **Percentage Markup for Labor:** The bidder hereby proposes to furnish all required craft labor and site supervision at the rates detailed in the Wage Breakdown Form plus the fixed percentage markup of 20 percent. This markup shall constitute full compensation for profit, overhead, insurance, expense for small tools and light equipment with a new cost under Seven Hundred Fifty Dollars (\$750), safety equipment, safety training, safety testing, and all other elements of cost not defined herein as actual direct costs. Hourly payroll cost for site office clerk/secretarial labor shall be the flat hourly rate shown in the applicable Wage Breakdown Form, with no markup applied.
2. **Percentage Markup for Materials:** The bidder hereby proposes to furnish all materials as directed by IPSC, throughout the course of the Work at cost plus the fixed percentage markup of FIVE percent. This markup shall constitute full compensation for acquisition of materials as directed and approved by IPSC.
3. **Percentage Markup for Subcontractor Work:** The bidder hereby proposes to furnish all required subcontractor work, as directed and approved by IPSC, at the direct cost to the bidder plus the fixed percentage markup of FIVE percent. The fixed percentage markup of any subcontractor shall not be more than 10 percent higher than the bidder's percentage markup on labor as shown in Division C5, Article 1, Percentage Markup for Labor, e.g., if the bidder's percentage markup for labor is 2 percent, the subcontractor's markup shall not be more than 2.2 percent total. The bidder's markup of the subcontractor's invoice shall constitute full compensation for all costs associated with acquiring, directing, coordinating, processing, controlling, and ensuring acceptable completion of the subcontractor's work. The subcontractor's markup shall constitute full compensation for the subcontractor's profit, field office expense, overheads, safety equipment, safety training, safety testing, and all other elements of cost not defined as actual direct costs.
4. **Percentage Markup for Equipment:** The bidder hereby proposes to furnish all required equipment, with a new cost in excess of Seven Hundred Fifty Dollars (\$750), as approved by IPSC, for the fixed percentage markup of FIVE percent. This markup shall be applied to the bidder's actual weekly equipment rental rate. Where the bidder is required to purchase the equipment, the bidder shall be reimbursed at an average weekly rental rate plus the above specified percentage. The average weekly rental rate shall be the average of rates obtained by IPSC from three (3) local equipment rental companies.
5. **Cash Terms:** A discount for prompt payment is offered of ONE percent for Contract payments made within 15 calendar days after date of acceptance or delivery and receipt of invoice.

DIVISION C5

PERCENTAGE MARKUPS

6. Performance Bond Premiums:

<u>Range</u>	<u>Premium Rate</u>
\$ _____ to \$ 100,000	\$ _____ per mo/yr
\$ _____ to \$ 250,000	\$ _____ per mo/yr
\$ 0 to \$ 500,000	\$ 14.40/thousand per mo/yr
\$ _____ to \$1,000,000	\$ _____ per mo/yr
\$ 5000,001 to \$ 2,000,000.00	\$ 8.70/thousand per mo/yr

7. Form of Business Organization: The bidder shall state below the form of its business organization. Bidder is: corporation, organized under the laws of the state of UTAH. (Corporation, Partnership, Limited Partnership, Individual)

If a partnership, the bidder shall state below the names of the partners. If a corporation, the bidder shall state below the names of the president and of the secretary.

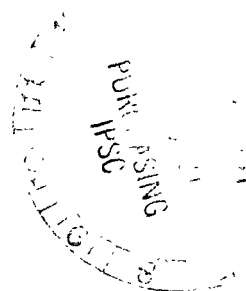
8. Person to Contact: Should IPSC desire information concerning this Proposal, please contact:

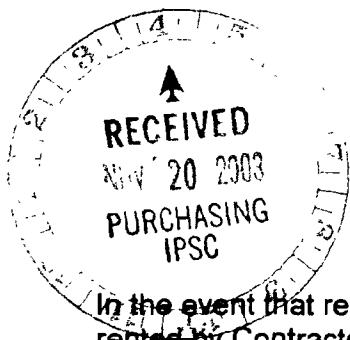
Name: RONALD A. PINARELLI Telephone No: (801) 397-2763x103

Address: 1230 West 2600 South

Woods Cross, Utah 84087

(If different, the address of bidder's chief executive office is:) _____





Spec. 45603

PART C - DIVISION C6

EQUIPMENT RENTAL RATES

In the event that required equipment is not available through IPSC, the equipment shall be rented by Contractor and charged to IPSC at the following direct cost rental rate:

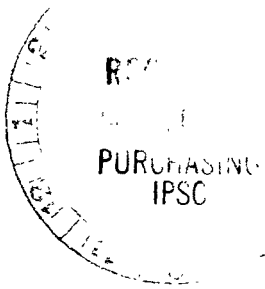
	<u>Cost per Item</u>			
	<u>Daily</u>	<u>Monthly</u>	<u>Mobilization</u>	<u>Demobilization</u>
Dump Truck (10 yd with plow):	_____	\$2200	\$375	\$375
Front-End Loader (4 yd bucket):	\$551	\$4960	\$525	\$525
Backhoe (Case 580 or equal):	\$160	\$1440	\$375	\$375
Motor Grader (Cat 12G or equal):	\$595	\$5360	\$525	\$525
Pickup Truck (2 wd - 1/2 ton):	_____	\$ 900	\$180	\$180
Pickup Truck (4 wd - 3/4 ton):	_____	\$900	\$180	\$180
Rough-Terrain Crane (15 ton):	\$300	\$2900	\$540	\$540
Truck Crane (80 ton hydraulic):	\$900	\$9000	\$850	\$850
Flatbed Truck (1-1/2 ton):	\$200	\$2100	\$180	\$180
Forklift (6,000 lb high-lift):	\$186	\$1680	\$375	\$375
Air Compressor (125 cfm):	\$64	\$576	\$200	\$200
Generator (30 kVA):	\$72	\$650	\$200	\$200

Portable Toilet:

~~Fullmer Septic Tank \$50.00 delivery \$50.00 Pump c~~
John Company \$225.00 delivery and Pick-up \$125.00 rental with weekly pump out. 1 to 10 units

Operator costs shall be covered as direct labor based on the hourly payroll cost calculations, in Division C4, Wage Breakdown Form. The percentage markup for equipment in Division C5, Article 4, Percentage Markup for Equipment, shall not be applied to the rates above.

These rates are rental rates actual invoice at the time of rental could more or less. These are quotes from the CAT rental store



Spec. 45603

PART C - DIVISION C7

SUBCONTRACTOR LISTING

As stated in Division E1, Article 10, Assignment and Subcontracting, Contractor shall not assign or subcontract the Work, or any part thereof, without the prior written consent of IPSC. Contractor shall, in all cases, perform the major portion of the Work with its own personnel; however, in those infrequent cases where a subcontractor must be utilized and prior written approval has been obtained from IPSC, the bidder shall select from among the following subcontractors for services specified:

<u>Subcontractor and Address</u>	<u>Type of Work</u>
<u>SAFWAY</u>	
<u>2175 South 3140 West</u>	
<u>West Valley, Utah 84119</u>	<u>Scaffolds</u>
<u>JUDD JONES REFRACTORY</u>	
<u>2904 East 3500 South</u>	
<u>Salt Lake City, Utah 84109</u>	<u>Refractory</u>

PART D - DIVISION D1

CONTRACT DOCUMENTS DESCRIPTION

The Contract Agreement, together with the documents listed in Article 3 thereof, the Reference Specifications, any other documents listed below, and such of Contractor's Proposal Documents as are expressly agreed to by IPSC shall constitute the Contract (the Contract). Said Documents are complementary and require complete and finished Work. Anything shown or required of Contractor in any one or more of said documents shall be as binding as if contained in all of said documents. Contractor shall not be allowed to take advantage of any error, discrepancy, omission, or ambiguity in any document, but shall immediately report to the President and Chief Operations Officer, in writing, any such matter discovered. The President and Chief Operations Officer will then decide or correct the same and the decision will be final.

PART E - DIVISION E1**GENERAL CONDITIONS**

1. **Definitions:** The following words shall have the following meanings:
 - a. **As Ordered, As Required, As Directed, etc.:** The words *as ordered, as required, as directed*, or similar words or phrases shall mean that the direction, requirement, permission, or allowance of IPSC, the President and Chief Operations Officer, or Contract Administrator is intended only to require Contractor's compliance with the terms of the Contract; none of these terms shall imply IPSC, the President and Chief Operations Officer, or Contract Administrator has any responsibility for supervision of Contractor's forces. Such supervision and the sole responsibility therefore shall be strictly reserved for Contractor.
 - b. **Bidder:** The person, firm, or corporation adopting and submitting a Proposal under these Specifications.
 - c. **Buyer:** The Purchasing Agent for IPSC.
 - d. **Contract Administrator:** The IPSC employee designated by the President and Chief Operations Officer with primary responsibility for administration of the Contract, or other representatives designated by the Contract Administrator acting within the limits of their authority.
 - e. **Contractor:** The person, firm, or corporation to whom the Contract is awarded.
 - f. **Date of Contract:** The date written in the first paragraph of the Contract Agreement. The date of the Contract shall be the same date as the date of the execution by IPSC.
 - g. **Day(s):** A calendar day(s) of twenty-four (24) hours each, unless herein otherwise expressly defined.
 - h. **Directed, Required, Approved, etc.:** The words *directed, required, approved, permitted, ordered, designated, prescribed, instructed, acceptable, accepted, satisfactory*, or similar words shall refer to actions, expressions, and prerogatives of the Contract Administrator unless otherwise expressly stated.
 - i. **Drawings/Plans:** All drawings as follows:
 - (1) Drawings furnished by IPSC as a basis for Proposals.
 - (2) Supplementary drawings furnished by IPSC to clarify and to define in greater detail the intent of the Contract drawings and Specifications.

DIVISION E1

GENERAL CONDITIONS

- (3) Drawings submitted by the successful bidder with the Proposal, provided such drawings are acceptable to IPSC.
- (4) Drawings furnished by IPSC to Contractor during the progress of the Work.
- (5) Engineering data and drawings submitted by Contractor during the progress of the Work, provided such drawings are acceptable to IPSC.
- j. Gallon: Liquid volume of 231 cubic inches at 60 degrees Fahrenheit.
- k. IGS: Intermountain Generating Station located at 850 West Brush Wellman Road, Delta, Utah 84624.
- l. IPA: Intermountain Power Agency, the owner of Intermountain Power Project, and a political subdivision of the state of Utah, organized and existing under the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.
- m. IPF/IPP: Intermountain Power Facilities/Intermountain Power Project, consisting of Intermountain Generating Station, Intermountain Railcar, Intermountain Converter Station, Adelanto Converter Station, Intermountain AC Switchyard and associated transmission lines, microwave stations, and support facilities.
- n. IPSC: Intermountain Power Service Corporation, a nonprofit corporation, furnishing personnel to support the Operating Agent in the performance of operation and maintenance.
- o. It is Understood and Agreed: The phrase *it is understood and agreed* or an expression of like import means the mutual understanding and agreement of the parties executing the Contract Agreement.
- p. Project Coordinator: IPSC employee designated to serve as IPSC's representative and coordinator to Contractor, on and for Work under a particular Work Package.
- q. Official Acceptance: The words *official acceptance* shall mean IPSC's written acceptance of the Work performed with a given Work Package or Packages under the Contract.
- r. Operating Agent, or LADWP: The City of Los Angeles Department of Water and Power which is responsible for operation and maintenance for IPP.

DIVISION E1

GENERAL CONDITIONS

- s. President and Chief Operations Officer: The President and Chief Operations Officer of IPSC, or other representatives designated by the President and Chief Operations Officer acting within the limits of their authority.
 - t. Reference Specifications: Those bulletins, standards, rules, methods of analysis or tests, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in these Specifications. These refer to the latest edition, including amendments published and in effect at the date of the Invitation for Proposal, unless specifically referred to by edition, volume, or date. Unless the context otherwise requires, Reference Specifications also include all amendments published or adopted after the date of the Invitation for Proposal.
 - u. Subcontractor: A person, firm, or corporation, other than Contractor and employees thereof, supplying materials, labor, or services, for a portion of the Work to be performed by Contractor under the Contract.
 - v. Ton: The short ton of 2,000 pounds.
 - w. Work: The materials, equipment, services, and other performance identified in these Specifications and other Contract Documents to be provided by Contractor.
 - x. Work Package: A description of proposed Work prepared by IPSC and provided to Contractor before and during the Work period. Work Packages may include, but not be limited to, the following: (1) proposed scheduling requirements, plus any known material and equipment, which would be required for the Work and would be provided by Contractor; (2) a partial list of all labor, supervision, administration, and management; and (3) tools, supplies, and services known, which would be necessary to perform the Work as directed.
2. Execution of Contract: Three (3) original copies of the Contract Documents will be prepared by IPSC and will be submitted to Contractor. Contractor shall sign all three (3) copies of the Contract Agreement, and submit the three (3) originals to IPSC for execution. Upon approval and execution of the Contract Documents, IPSC will return one (1) original to Contractor.
3. Materials and Work: All Work shall comply with these Specifications. All materials used or supplied, and all equipment furnished, shall be new and unused; however, this requirement shall not preclude the use of recycled materials in the manufacturing processes. All Work shall be done by qualified workers in a thorough and workmanlike manner that would pass without objection in both Contractor's trade and IPA's and IPSC's industry. Materials, equipment, workmanship, and other work not definitely specified, but incidental to and necessary for the Work, shall conform to the best commercial practice for the type of Work in question and be of a quality that passes without objection in Contractor's trade and IPA's and IPSC's industry. No such materials

DIVISION E1

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and equipment shall be used by Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by IPSC in each case.

All required tests in connection with the acceptance of a material source, materials themselves, and performance tests shall be made at IPSC's direction by a properly equipped laboratory of established reputation. Any change in origin or method of preparation or manufacture of a material being routinely tested will require new tests.

4. Contractor's Address and Legal Service: The address given in the Proposal shall be considered the legal address of Contractor and shall be changed only by advance written notice to IPSC. Contractor shall supply an address to which certified mail can be delivered. The delivery of any written communication to Contractor personally, or delivery to such address, or the depositing in the United States Mail, registered or certified with postage prepaid addressed to Contractor at such address, shall constitute a legal service thereof.
5. Quality Assurance: IPSC has the right to subject any or all materials, equipment, services, or other Work furnished and delivered under the Contract to rigorous inspection and testing. (Unless otherwise specifically provided in the Contract with respect to specific materials, equipment, services, or other Work, IPSC has no duty to inspect, test, or specifically accept.) Before offering any material, services, equipment, or other Work for inspection, testing, delivery, or acceptance, Contractor shall eliminate all items or portions which are defective or do not meet the requirements of these Specifications. If any items or portions are found not to meet the requirements of these Specifications, the lot, or any faulty portion thereof, may be rejected. Only the Project Coordinator may accept any material, service, equipment, or other Work as complying with these Specifications on behalf of IPSC.

IPSC may inspect and reject materials, equipment, services, or other Work tendered or purchased under the Contract at any reasonable location IPSC may choose (including, but not limited to, points of origin, while in transit to IPSC, IPSC specified receiving points, IPSC storage sites, or any point of use or installation). Inspection can include any testing that IPSC deems necessary or convenient to determine compliance with these Specifications. The expense of any initial tests will be borne by IPSC. All expenses of subsequent or additional tests will be charged against Contractor when due to failure of first-offered materials, equipment, services, or other Work to comply with these Specifications.

The fact that the materials, equipment, services, or other Work have or have not been inspected, tested, or accepted by IPSC, whether voluntarily or as required by any specific provision in the Contract, shall not relieve Contractor of responsibility in case of later discovery of nonconformity, flaws, or defects, whether patent or latent.

6. Scope and Intent of Contract Documents: The various parts of the Contract Documents are intended to supplement but not necessarily duplicate each other. Any Work

DIVISION E1

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exhibited in one part and not in another shall be executed as if it had been set forth in all parts.

Should anything necessary for a clear understanding of the Work be omitted from the Contract Documents, or should the requirements appear to be in conflict, Contractor shall secure written instructions from IPSC before proceeding with the Work affected thereby. It is understood and agreed that the Work shall be performed according to the true intent of the Contract Documents.

7. Protests and Claims: If Contractor considers any demand of the President and Chief Operations Officer to be outside of the requirements of the Contract, or considers any amount of payment, or any record, ruling, or other act, omission, or determination by the President and Chief Operations Officer to be unreasonable, Contractor shall promptly deliver to the President and Chief Operations Officer a written statement of the protest and of the amount of compensation or nature of accommodation, if any, claimed.

Upon written request by the President and Chief Operations Officer, Contractor shall provide access to all records containing any evidence relating to the protest or claim.

Upon review of the protest, claim, and evidence, the President and Chief Operations Officer will promptly advise Contractor in writing of the final decision which will be binding on all parties.

The requirements of this Article shall be in addition to, and shall not be construed as waiving claims provisions of the Statutes of the state of Utah. Contractor is deemed to have waived and does waive all claims for extensions of time and for compensation in addition to the Contract price except for protests and claims made and determined in accordance with this Article.

8. Referenced Standards: These Specifications, codes, and standards referenced in these Contract Documents (including addenda, amendments, and errata) shall govern in all cases where references thereto are made. Technical Reference Specifications attached in Appendix #2 shall apply only in those instances where specifications are not provided within a given Work Package. In case of conflict between the Technical Reference Specifications, codes, or standards and a given Work Package, the Work Package shall govern and prevail to the extent of such difference.
9. [Intentionally Deleted/Reserved]:
10. Assignment and Subcontracting: Contractor shall not assign or subcontract the Work, or any part thereof, without the prior written consent of IPSC, nor shall it assign, by power of attorney or otherwise, any of the monies payable under the Contract unless written consent of IPSC has been obtained. No right under the Contract, nor claim for any monies due or to become due hereunder shall be asserted against IPSC, or persons acting for IPSC, by reason of any so-called assignment of the Contract or any part thereof, unless such assignment has been authorized by the written consent of

DIVISION E1

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IPSC. Where permission to assign monies due or to become due under the Contract is received from IPSC, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the Work. The responsibility for performance under the Contract shall remain with Contractor. No right shall be asserted against IPA, IPSC, or the Operating Agent, in law or equity, by reason of any assignment or disposition unless so authorized.

If Contractor, without such prior written consent, purports to assign or dispose of the Contract or of any interest therein, IPSC, at its option, may terminate the Contract, and IPA, IPSC, and the Operating Agent shall be relieved and discharged from any and all liability and obligations to Contractor, and to any assignee or transferee thereof.

Should any subcontractor fail to perform in a satisfactory manner, the associated subcontract shall be immediately terminated by Contractor upon notice from IPSC. Contractor shall be as fully responsible and accountable to IPSC for the acts and omissions of all associated subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and IPSC.

Where an approved subcontractor, specified by Contractor in Division C7, Subcontractor Listing, is no longer able or available, Contractor shall provide recommendations and substantiating documentation to IPSC for substituting a different subcontractor. IPSC will review the submitted documentation and respond to Contractor as to the acceptability of the substitute subcontractor. The subcontractor shall not be engaged until written approval is received from IPSC.

11. Contractor to Check Drawings and Lists: Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and lists furnished by IPSC. Contractor shall notify IPSC of any discrepancy between the drawings and the conditions at the Work Site, or any error or omission in drawings, or in the layout as given by stakes, points, or instructions, which may be discovered in the course of the Work. Contractor shall not be allowed to take advantage of any error or omission in the drawings or other Contract Documents. Full instructions will be furnished by IPSC should such error(s) or omission(s) be discovered, and Contractor shall carry out such instructions as if originally specified.
12. Figured Dimensions to Govern: Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. Work indicated on the drawings, without necessary dimensions, shall not be executed until necessary dimensions have been obtained from IPSC.
13. No Waiver of Rights: Neither the inspection by IPSC, nor any of IPSC's officials, employees, or agents, nor any order by IPSC for payment of money, or any payment for, or acceptance of, the whole or any part of the Work by IPSC, nor any extension of

DIVISION E1

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time, nor any possession taken by IPSC or its employees, shall operate as a waiver of any provision of the Contract, or of any power herein reserved to IPSC or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

14. Authority of Project Coordinator: As authorized by the President and Chief Operations Officer, to prevent delays and disputes, and to discourage litigation, it is agreed by the parties to the Contract that the Project Coordinator shall determine the quantities of work which are to be paid for under the Contract and shall make interpretations of the technical requirements of the Contract Documents.

If in the opinion of Contractor a decision rendered by the Project Coordinator is not in accordance with the meaning and intent of the Contract, Contractor may file with the President and Chief Operations Officer, within thirty (30) days after receipt of the decision, a written objection to the decision. Upon written request by the President and Chief Operations Officer, Contractor shall provide access to all records containing any evidence relating to the claim or protest.

The President and Chief Operations Officer shall promptly confer with Contractor, Project Coordinator, and Contract Administrator rendering a written decision within thirty (30) days of receipt of Contractor's objection. This decision shall be binding on all parties.

The requirements of this Article shall be in addition to, and shall not be construed as waiving, claims provisions of the Statutes of the state of Utah. Contractor is deemed to have waived and does waive all claims for extensions of time and for additional compensation except for protests and claims made and determined in accordance with this Article.

Contractor's failure to file a written objection to the Project Coordinator's determinations, instructions, or decisions within thirty (30) days of receipt thereof, shall constitute a waiver by Contractor of all rights to further protest, judicial or otherwise.

The President and Chief Operations Officer shall retain the right to assign Work to any Contractor.

15. Inspection: Contractor shall have primary responsibility for inspecting the Work to verify that all applicable requirements of the Contract Documents are met and that the quality of workmanship meets or exceeds that normally found in the electric utility industry. IPSC may inspect the Work for compliance with the Contract Documents. Contractor shall furnish all reasonable assistance required by the inspectors for the proper inspection of the Work.

The Project Coordinator shall have the authority to reject Work which is unsatisfactory, faulty, or defective or does not conform to the requirements of the Contract Documents. Inspection shall not relieve Contractor from any obligation to perform the Work strictly in

DIVISION E1

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accordance with the Contract Documents. Work not so performed shall be removed and replaced by Contractor at Contractor's expense.

The Project Coordinator shall have the right to access Contractor's and subcontractors' facilities for the purposes of inspecting materials and equipment, reviewing records, and observing the status of the Work. The Project Coordinator shall be provided with data as necessary for proper inspection of the Work.

16. Contractor Default: If any or all Work to be performed under the Contract shall be abandoned by Contractor, or if the Contract or any part thereof shall be found in violation of the provisions of Division E1, Article 10, Assignment and Subcontracting, or any Work sublet by Contractor without the required approval of IPSC, or if Contractor be placed in bankruptcy or a receiver be appointed for Contractor's properties, or if Contractor shall make an assignment for the benefit of creditors, or if at any time it should appear to IPSC that the schedule of Work is not being maintained, or that Contractor is violating any of the conditions or provisions of the Contract, or if at any time it should appear to IPSC that Contractor is refusing or failing properly to perform Work or Contractor is performing Work under the Contract in bad faith or not in accordance with the terms thereof, and if Contractor fails to remedy such default within five (5) calendar days after receipt from IPSC of such notice of default, IPSC may, without notice to Contractor's sureties, terminate all of Contractor's remaining Work or terminate Contractor's right to proceed with that portion of Work as to which default has occurred and any Work which is directly and adversely affected by such default. Thereupon, IPSC shall have the right to complete such Work, by contract or otherwise, and Contractor agrees that IPSC shall have the right to take possession of and to use any or all of the materials, equipment, plant tools, supplies, and property of any and every kind furnished by Contractor for such Work.

If it is determined after termination pursuant to this Article that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of default and termination of right to proceed had been issued pursuant to Division E1, Article 19.a., Contract Termination, For Convenience or Security.

17. Work Schedule: The time of completion is of the essence to the Contract. A description of particular Work performed under the Contract will be issued by IPSC to Contractor in the form of a Work Package. Upon receipt of one or more Work Packages, Contractor shall, within ten (10) working days, submit to the Project Coordinator, a detailed Work completion schedule for each Work Package. The detailed schedule shall contain all critical information required to complete site preparations and coordination of the Work, including:
- a. Mobilization plan including all major pieces of equipment required, laydown, and building space required, etc.
 - b. Personnel staffing schedule including detailed man-hour and man-loading estimates for each phase of the Work and each craft employed.

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- c. An outline of the sequence of activities required to perform the Work in accordance with the schedule requirements specified by IPSC in the Work Package. Contractor's outline shall include dates on which the various phases of each Work Package will be started and completed.
- d. A detailed estimate of all costs associated with completion of the Work specified in each Work Package.

IPSC reserves the right to require Contractor to modify any portion of the schedule and staffing IPSC determines to be impracticable or unreasonable; as required, to coordinate Contractor's activities with those of other contractors, if any, engaged in work for IPSC on the IPP Plant Site; to avoid undue interference with IPSC's operations; or to ensure completion of the Work by the date or dates stipulated. Unless otherwise specified in these Contract Documents or advised by written order of IPSC, Contractor shall mobilize its staff and begin Work at the time specified by IPSC.

Upon acceptance by IPSC of the detailed Work and personnel staffing schedule, Contractor shall be responsible for maintaining such schedule. If at any time Contractor's Work is behind schedule, Contractor shall immediately put into effect definite procedures for getting the Work back on schedule. The procedures shall be subject to review and modification by IPSC.

18. Suspension of Work: IPSC reserves the right to suspend and reinstate execution of the whole or any part of the Contract and the Work without invalidating the provisions of the Contract. In the event the Work is suspended, Contractor will be reimbursed for actual direct unavoidable costs that it reasonably incurs as a result of the suspension. Claims for such cost reimbursement shall be submitted by invoice. Contractor shall use all reasonable means to minimize such costs, and shall allow IPSC to audit costs claimed. Contractor shall, upon request by IPSC, provide a projection of costs it anticipates to incur during any suspension, or continuation of suspension, contemplated by IPSC. In no event shall suspension constitute the basis for, or result in, any claim for consequential or incidental damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.

19. Contract Termination:

- a. For Convenience or Security: IPSC reserves the right, by giving twenty (20) calendar days prior written notice (or such longer notice as IPSC may select) to Contractor, to terminate the whole or any part of the Contract at IPSC's convenience, whether or not Contractor is in default. IPSC also reserves the right to terminate the Contract, effective immediately upon notice, for purposes of security or safety of IPP Facilities, persons who work at IPP Facilities, or the public. In the event of termination for convenience, security, or safety, IPA will pay Contractor reasonable and proper direct costs of termination (if, however,

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Contractor's Proposal includes cancellation charges, payment for termination costs shall not exceed the cancellation charges set forth therein). Contractor shall, after consultation with IPSC, take all reasonable steps to minimize the costs related to termination. Contractor shall provide IPSC with an accounting of costs claimed, including adequate supporting information and documentation and IPSC may, at its expense, audit the claimed costs and supporting information and documentation.

- b. For Breach: IPSC may terminate the whole or any part of the Contract effective immediately upon notice, in the event Contractor is in material default, and without right on the part of Contractor to claim any termination costs. This right to terminate is in addition to, and not in lieu of, any other remedy provided in the Contract or otherwise provided by law or equity.
 - c. Limitation of Liability: In no event shall termination of the Contract, or any portion thereof, whether for convenience, security, safety, breach, or otherwise, constitute the basis for or result in any claim by Contractor for consequential or incidental damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.
20. Changes in Scope of Work: Contractor shall modify the Work whenever so ordered by IPSC and such modifications shall not affect the validity of the Contract.
- Changes may be made, at the request of Contractor, to facilitate the Work of Contractor. Such changes may only be made without additional cost to IPSC and without extension of time. Permission for such changes shall be submitted in writing to the Project Coordinator.
21. Extra Work, Reduced Work, and Change Orders by IPSC: IPSC reserves the right at any time before final acceptance of the entire Work to order Contractor to furnish or perform extra Work, or to make changes altering, adding to, or deducting from the Work, without invalidating the Contract. Changes shall not be binding upon either IPSC or Contractor unless made in writing in accordance with this Article.

Changes will originate with the President and Chief Operations Officer who will transmit to Contractor a written request for a Proposal covering the requested change, setting forth the changed Work in detail, and including any required supplemental plans or specifications. Upon receipt of such request, Contractor shall promptly submit in writing to the President and Chief Operations Officer a Proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of Contractor to include a request for extension of time in the Proposal shall constitute conclusive evidence that such extra Work or revisions will entail no delay and that no extension of time will be required.

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If Contractor's Proposal is accepted by IPSC, a written change order will be issued by the President and Chief Operations Officer stating that the extra Work or change is authorized and granting any required adjustments of the Contract price and of time for completion. If Contractor's Proposal is rejected by IPSC, then IPSC may order the additional or changed Work from other vendors.

Additional Work or changes pursuant to the change order shall be performed in accordance with the terms and conditions of these Specifications. No extra Work shall be performed or change made unless pursuant to such written change order, and no claim for an addition to the Contract price shall be valid unless so ordered.

Notwithstanding anything in the preceding paragraphs to this Article, IPSC may issue a written order reducing the Scope of Work without issuing a request for Proposal. Any such reduction in the Scope of Work shall be effective upon issuance. Reductions ordered by IPSC shall constitute partial terminations and shall reduce the price to be paid.

22. Laws and Regulations: Contractor shall observe and comply with all federal, state, and local ordinances, laws, codes, and regulations, and all other applicable requirements of authorities having jurisdiction over the Work, including federal and state safety and health regulations and shall protect and indemnify IPSC and IPSC's officers and agents, against any claim or liability arising from or based upon any failure or alleged failure of Contractor to comply with the same.
23. Taxes, Permits, and Licenses: Except as specified hereinafter, Contractor shall pay all taxes that are lawfully assessed in connection with the Work and shall obtain and pay for all required licenses associated directly with Contractor's construction licenses or Contractor's employee licenses.

Sales taxes on purchases of materials and equipment from local suppliers shall be paid to the local supplier. Purchases of materials and equipment from nonregistered out-of-state suppliers are subject to use taxes which shall be accrued and paid by Contractor using State Tax Commission tax reporting form "Schedule B." Purchases of materials and equipment from registered out-of-state suppliers are subject to use taxes which shall be paid to the supplier by Contractor.

Contractor is considered a "consumer" as explained in the Utah State Tax Commission Bulletin for Contractors and Regulation S-58. Contractors who are not registered with the state of Utah for reporting use tax and other Utah tax liabilities shall contact the Utah State Tax Commission prior to starting Work in Utah by telephoning (801) 297-2200.

IPSC will retain responsibility for obtaining specialized permits and inspections if such are required

24. Time is of the Essence and Extensions of Time: Time is of the essence to the Contract. Delivery and other performance of Work must be completed within the times and by the

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dates specified. Time for delivery or other performance of Work shall not be extended except as provided in this Article. Failure to deliver or otherwise perform Work within the times and by the dates specified shall constitute a default and be grounds for IPSC to immediately terminate the Contract.

If Contractor makes a timely written request in accordance with this Article, the time for delivery or other performance of Work will be extended by a period of time equivalent to any delay in the whole Work which is: (a) authorized in writing by the President and Chief Operations Officer, (b) caused solely by IPSC, or (c) due to unforeseeable causes (such as war, strikes, or natural disasters) and which delay is beyond the control and without the fault or negligence of Contractor and subcontractors.

Contractor shall promptly notify the President and Chief Operations Officer in writing at both the beginning and ending of any delay, of its cause, its effect on the whole Work, and the extension of time claimed. Failure of Contractor to provide such written notices and to show such facts shall constitute conclusive evidence that no excusable delay has occurred and that no extension of time is required.

The President and Chief Operations Officer will ascertain the facts and the extent of the delay and will extend the time for delivery when the findings of fact justify such an extension. The President and Chief Operations Officer's determination will be final and conclusive.

IPSC will be responsible for granting extensions of time as herein provided, but will not otherwise be responsible in any manner or liable to any extent for damage directly or indirectly suffered by Contractor as a result of any delay.

25. Patents and Intellectual Property: Contractor shall fully indemnify and, at the election of IPA, defend IPA, IPSC, and the Operating Agent against any and all liability, whatsoever, by reason of any alleged infringement of any intellectual property rights (including, but not limited to, patents, copyrights, trademarks, or trade secrets) on any article, process, method, or application used in any designs, plans, drawings, or Specifications provided under the Contract, or by reason of Contractor's manner of performance under the Contract, or by reason of use by IPA, IPSC, or the Operating Agent of any article, process, or material specified by Contractor.

All drawings, specifications, calculations, models, data, and other engineering documents (collectively "Drawings") shall be delivered to and be the property of IPSC. IPSC shall be entitled to use the Drawings and the information contained therein for the construction, operation, maintenance, repair, alteration, improvement, and expansion of IPP facilities.

26. Limitation of Liability; Responsible Party: It is understood and agreed that IPA shall be the sole party or person liable to Contractor for payments under or pursuant to the Contract, and for any breaches, defaults, or for any torts in the performance of or in relation to the Contract by IPA, IPSC, or the Operating Agent, or any officers, agents, or

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employees thereof. Contractor hereby expressly covenants and agrees that no suit shall be brought by Contractor against IPSC, or the Operating Agent, or their, or IPA's officers, agents, or employees, or any of the purchasers of power from IPA, but that all rights or remedies that Contractor may have or that may arise under or in relation to the Contract shall be asserted by Contractor solely against IPA. Without limiting the foregoing provisions of this Article, Contractor shall have no right against any of the foregoing (including IPA) to assert or recover, in contract or in tort, damages or losses in the nature of consequential damages, incidental damages, or punitive or exemplary damages.

27. Waiver of Subrogation: Contractor and subcontractors shall require their insurance carriers to waive all rights of subrogation against IPA, IPSC, LADWP, their directors, officers, agents, and employees.
28. Indemnity Clause: Contractor undertakes and agrees to indemnify, hold harmless, and at the option of the IPA, defend IPA, IPSC, LADWP, and any and all of their boards, officers, agents, representatives, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, reasonable attorneys' fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature, including, but not limited to, violations of regulatory law, breach of contract, death, bodily injury or personal injury to any person, including Contractor's employees and agents, or damage or destruction to any property of either party hereto, or of third persons, arising in any manner by reason of or incident to the performance of the Contract on the part of Contractor, or Contractor's officers, agents, employees, or subcontractors of any tier, except as may be caused by the sole negligence of IPA, IPSC, LADWP, or their boards, officers, agents, representatives, or employees.
29. Claims for Labor and Materials: Contractor shall indemnify and hold harmless IPSC and every officer and agent thereof from all claims for labor and materials furnished under the Contract. If a lien is filed, Contractor shall bear all costs associated with removing such lien. When requested by IPSC, Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under the Contract, for which IPSC may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due Contractor which in addition to any other sums that may be retained will be sufficient, in the opinion of IPSC, to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured.
30. Additional Surety: After award of Contract, should any Surety upon the Contract be deemed unsatisfactory at any time by IPSC, notice will be given to Contractor and Contractor shall forthwith substitute a new Surety or Sureties satisfactory to IPSC. No further payment to Contractor will be made after said notice until the new surety or sureties have been accepted by IPSC.

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31. Contract Duration: The Contract shall remain in force for a period of four (4) years from the date of IPSC execution. Equitable adjustments to the labor and equipment rental rates quoted in Division C4, Wage Breakdown Form, and Division C6, Equipment Rental Rates, may occur, at the request of Contractor, and with IPSC approval. Percentage adjustments shall be based upon Contractor's actual costs and shall not exceed the percentage increase implemented by IPSC for IPSC hourly employees effective January 1 of each year. No adjustments shall be allowed within the first twelve (12) months following Contract execution.
32. Option to Renew: IPSC shall have the right and option at anytime during the original contractual period to renew the Contract for a period of up to one (1) year after date of expiration of the original contractual period under the same terms and conditions for such extended or option period.
- In the event that the Contract extension option is exercised by IPSC, it will be exercised by the issuance and delivery to Contractor of an order therefore by IPSC. The Contract executed for the original contractual period shall remain in effect for any such extended or option period.
33. Publications and Advertising Privileges: No publications or advertisements concerning the subject matter of the Contract shall at any time be made by or on behalf of Contractor, subcontractors, or suppliers, unless prior written authorization therefore is obtained from IPSC. Contractor shall not display any signs, posters, or any other advertising matter in or on the Work or on or around the plant site thereof without the specific approval in writing by IPSC. In addition, no advertising copy mentioning IPSC or quoting the opinions of any of its agents or employees may be released unless such copy is approved by IPSC before release.
34. Title: The title to all portions of the Work for which IPSC has made payments shall pass to IPA upon such payment, provided, however, that the risk of loss or damage with respect to the Work, including IPSC furnished equipment, of which Contractor has custody, shall be with Contractor until IPSC's official acceptance of the Work. When title to the Work, or portions thereof, passes to IPA, it shall be free of all liens and encumbrances. Passage of title shall not relieve Contractor of any responsibilities under the Contract.
35. Audits: IPSC/IPA reserves the right, on reasonable notice, to examine any books or records of Contractor pertaining to the Work.
36. Losses From Natural Causes: Except as otherwise provided in Division E2, Article 11.f, Builder's Risk/Property, all loss or damage, of or to Contractor's materials, equipment, or tools, arising out of the nature of the Work, or from the action of the elements, or from floods or overflows, or from ground water, or from any unusual obstruction or difficulty, or any other natural or existing circumstance either known or unforeseen which may be encountered in the execution of the Work, shall be sustained and borne by Contractor at its own expense.

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37. Commercial Activities: Contractor shall not establish any commercial activities, other than the Work, or issue concessions or permits of any kind to third parties for establishing such commercial activities on land owned or controlled by IPA, IPSC, or LADWP.

PART E - DIVISION E2

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1. **Guarantee:** Contractor guarantees and warrants for a minimum period of eighteen (18) months after IPSC's official acceptance of the Work, and for such longer period as may be specified by the applicable statute of limitations, that all services, workmanship, materials, equipment, and other Work furnished are free from defects and otherwise conform to all the terms of the Contract, including, but not limited to, the Article entitled "Materials and Work" in Part E, Division E1, General Conditions.

If at any time prior to expiration of the guarantee period IPSC discovers any such defects, Contractor, upon notification, shall promptly make all needed adjustments, corrections, repairs, or replacements.

All costs including, without limitation, testing, inspection, access, materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement, repair, adjustment, or correction of defects shall be paid by Contractor or by Contractor's Surety.

This guarantee shall be extended to cover all repairs, replacements, adjustments, or corrections furnished under the guarantee and the period of the guarantee for each such repair, replacement, adjustment, or correction shall be eighteen (18) months after installation or completion or the remainder of the guarantee period for Contractor's original Work, whichever is longer.

Contractor will be given an opportunity to confirm the existence of the defect; however, Contractor shall not delay the correction, repair, replacement, or adjustment while making such determination.

If within ten (10) calendar days after IPSC has notified Contractor of a defect in the Work, Contractor has not started to make the necessary repairs, adjustments, replacements, or corrections, IPSC is hereby authorized to make the repairs, adjustments, replacements, or corrections, or to order the Work to be done by a third party and the cost of the Work shall be paid by Contractor.

In the event of an emergency where, in the judgment of IPSC, delay would cause serious loss or damage, repairs, adjustments, replacements, or corrections may be made by IPSC or a third party chosen by IPSC without advance notice to Contractor and the cost of the Work shall be paid by Contractor or by Contractor's Surety.

Contractor shall repair or replace, as IPSC may direct, all defective materials, equipment, services, or other Work. Such repair or replacement shall be F.O.B. at such destination as IPSC may direct (Contract delivery point, point of installation, point of consumption, etc.). IPSC's right to demand repair or replacement is in addition to any other remedies that may be available for breach of the foregoing guarantee and warranty.

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Contractor shall, for the protection and benefit of IPA, IPSC, and LADWP, obtain guarantees conforming to the foregoing eight (8) paragraphs from each of its vendors and subcontractors with respect to materials, equipment, services, or other portion of the Work. Such guarantees from vendors and subcontractors shall be in addition to, and not in lieu of, Contractor's own guarantees.

2. Payments: Payment requests (invoices) shall be submitted in accordance with the requirements of Division F2, Article 5.f, Document Submittal Schedule. Payment will be based on Contractor's monthly payment request accompanied by Contractor's materials itemization list(s) and daily time sheets. Time sheets submitted for payment shall bear the approval signature of the Project Coordinator, the craft classification, number of craftsmen, hours worked, and the IPSC purchase order release number.

As determined by IPSC, the estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing materials which do not conform to the Contract Documents will be deducted from the pending payment requests.

All monthly payment requests for the Work shall separately identify all sales and use taxes paid on goods and services required for the Work.

Payment to Contractor or subcontractor(s) shall not constitute approval or acceptance of any part of the Work, and shall not relieve Contractor from any responsibility or liability essential or related to the fulfillment of the Contract.

IPSC may refuse to approve the whole or any part of any Contractor's monthly payment request, when, in the Project Coordinator's opinion, Contractor is either in violation of any of the provisions of the Contract or has submitted an incorrect payment request.

- a. Payment Schedule: Payment for the Work will be made in accordance with the following schedule:

On or about the first day of each month, after mobilization, Contractor shall submit, to the Project Coordinator, records of direct costs of labor and materials for the Work performed during the previous calendar month. Based upon agreement with the Project Coordinator on the costs submitted, Contractor shall prepare and submit a monthly payment request per Division E2, Article 3, Work Slips and Invoices.

Contractor shall furnish to IPSC such detailed information as IPSC may request to aid in the verification of the monthly payment request. Payment will be made within thirty (30) calendar days of Contractor's payment request.

- b. Basis of Payment: Contractor will be reimbursed for actual direct costs of labor and materials furnished as part of the Work under the Contract plus the appropriate fixed percentage markup as quoted in Division C5 of the Contract. The fixed percentage markup will be paid as full compensation for Contractor's

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profit, general superintendence, field office expense (excluding office clerk/secretarial help for which a Wage Breakdown Form shall be included in the Proposal Section), safety equipment, safety training, safety testing, overheads, and all other elements of cost not defined herein as actual direct cost. The actual direct cost shall include only those costs expended in direct performance of the Work. The quantities of all labor and materials provided shall be subject to the approval of IPSC at all times.

The following categories of items shall be reimbursed as indicated. Each item eligible for reimbursement, in accordance with the following categories, shall be individually listed in Contractor's request for payment:

- (1) Actual man-hours expended in direct performance of the Work. Labor man-hours shall not include administrative and management staff above the level of general (second level) foreman.
- (2) Rental charges for equipment used in direct performance of the Work with a new cost above Seven Hundred Fifty Dollars (\$750). All reimbursable rental equipment shall be approved by the Project Coordinator prior to rental by Contractor. Rental of equipment, quoted in Division C6, Equipment Rental Rates, shall be charged to IPSC at the Contract unit prices quoted, without additional markup.
- (3) Rental charges for tools used in direct performance of the Work, with a value of Seven Hundred Fifty Dollars (\$750) or more, with the approval of the Project Coordinator.
- (4) Cost of all consumables authorized by the Project Coordinator. Consumables shall be reimbursed in the same manner as other materials. Examples of consumables include, but are not limited to:
 - (a) Sandblast grit.
 - (b) Grinding or sanding discs.
 - (c) Solvents.
 - (d) Fuels.
 - (e) Lubricants.
- (5) Sales and use taxes paid on material goods.
- (6) All safety related equipment, tools, personal protective devices, training, and testing shall not be eligible for reimbursement but shall be contained

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within the bid Contractor labor markup. Examples of personal protective devices include, but are not limited to:

- (a) Work gloves.
- (b) Welders gloves.
- (c) Coveralls.
- (d) Hardhats.
- (e) Glasses.
- (f) Respirators.

The cost of materials and services which IPSC specifically directs Contractor to furnish on an actual direct cost basis will be reimbursed with the appropriate markup in accordance with Division C5, Percentage Markups.

Payment for the above items, except rental for equipment listed in Division C6, Equipment Rental Rates, shall be based on Contractor's actual invoices and shall include the cost of transportation to IPP Job Site, where applicable.

All costs for home office management and administration, overhead, profit, etc., are to be included in the labor markup. However, in any case, where the bidder intends to use home office personnel for labor and resource acquisition and allocation, a detailed Wage Breakdown Form must be provided for an "Office Project Coordinator." Direct labor provided by the Office Project Coordinator shall be shown on the daily labor invoice submitted to the IPSC Project Coordinator. Specific explanation of the Work accomplished by the Office Project Coordinator shall be provided with the daily invoice.

Labor costs for equipment repair shall not be reimbursed as a direct cost. Equipment repair costs shall be treated as overhead and included within the appropriate equipment percentage markup.

Travel costs for normal labor forces to and from IPP Job Site (if any) shall be shown as Travel Pay on the respective Wage Breakdown Form.

Reasonable cost for mobilization and demobilization of materials and equipment (including labor required for materials and equipment mobilization and demobilization) is to be considered reimbursable at the normal labor and equipment rental rates.

Purchase of all materials in all cases, including consumable materials, shall be authorized, prior to purchase, by the Project Coordinator. The Project

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Coordinator may opt to supply these materials from IPSC inventories or other means.

Rental of any tools or equipment with a new cost of over Seven Hundred Fifty Dollars (\$750) in all cases, shall be authorized by the Project Coordinator. The Project Coordinator may opt to supply the needed tools or equipment from IPSC inventories or other means.

The cost of subcontracted Work shall be based on actual subcontractors' invoices. The subcontractors' invoices shall be limited to actual direct costs as outlined previously plus a fixed percentage as indicated in Division C5, Percentage Markups. The subcontractors' percentage markup shall be total compensation for the subcontractors' profit, general superintendence, field office expense, overheads, and all other elements of costs not defined as actual direct costs. No Work shall be subcontracted by Contractor without the prior written approval of IPSC.

All of Contractor's records concerning subcontractors involved within the Contract shall be subject to audit by IPSC.

- c. Final Payment: Before final payment for the Work, Contractor shall submit to IPSC written verification that all subcontractors, vendors, persons, or firms furnishing labor or materials for the Work have been fully paid and that all taxes have been paid. IPSC may require Contractor to provide lien waivers and receipts from such payees, or other appropriate proof of payment in the correct amount (collectively 'Receipts').

The unpaid balance due Contractor at the completion of the Work, adjusted according to any provision of the Contract, will be paid within thirty (30) calendar days after receipt of Contractor's final monthly payment request and any IPSC-required Receipts, and IPSC's official acceptance of the Work.

3. Work Slips and Invoices: Contractor shall furnish Work slips suitable for recording at the time of each Project. IPSC may direct the form of Work slips to be used. Accuracy of completed Work slips shall be subject to verification by IPSC, which will retain the original copies.

At the expiration of each calendar month during which material or other Work is delivered, Contractor shall render an invoice and copies of signed Work slips delivered during said month.

Invoices shall be submitted in duplicate to Accounts Payable, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, UT 84624-9546. All letters pertaining to invoices shall be addressed to the foregoing address.

IPSC may direct the form of invoice to be used. All invoices shall show the Contract number, release number, or other identification of each Project covered by the invoice.

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In all cases, the amount of the applicable sales tax or use tax shall be separately stated on the invoice.

4. Regulations, Permits, Licenses, and Warrants: Contractor shall comply with all applicable federal, state, and local regulations including, but not limited to, Federal and State OSHA, as said regulations relate to the Contract, Contractor's performance, or Contractor's trade. In addition, Contractor shall ensure that all permits, licenses, and warrants relating to the Contract, Contractor's performance, and Contractor's trade be acquired.
5. Letters to IPSC: All inquiries relating to these Specifications prior to award of Contract shall be addressed to the Buyer.

After award of Contract, all letters pertaining to performance of the Contract (other than invoice) shall be addressed as follows:

Mr. George W. Cross
President and Chief Operations Officer
Intermountain Power Service Corporation
850 West Brush Wellman Road
Delta, UT 84624-9546

Attention: Contract Administrator

Regarding: **Contract No. 04-45603**

6. Nondiscrimination: The applicable provisions of Executive Order No. 11246 of September 24, 1965, and Bureau of Land Management regulations, and all other applicable governmental regulations pertaining to nondiscrimination in employment in the performance of contracts, are incorporated herein by reference, and made a part hereof as if they were fully set forth herein. During the performance of the Contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical disability. All subcontracts awarded under or pursuant to the Contract shall contain a like nondiscrimination provision.
7. Independent Contractor: Contractor shall perform all Work as an independent contractor in the pursuit of its independent calling. Contractor is not an employee, agent, joint venturer, partner, or other representative of IPA, IPSC, or the Operating Agent and shall be under the control of IPSC only to provide the Work requested and not as to the means or manner by which the Work is to be accomplished. Contractor has no authority to act for, bind, or legally commit IPA, IPSC, or the Operating Agent in any way.
8. Drug Policy: Contractor shall submit a current copy of its drug policy for review. IPP Facilities are a drug free and zero tolerance workplace. Contractor's employees and its subcontractors' employees, performing Work or are otherwise at IPP Facilities, shall

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participate in a drug testing program prior to arrival, and at any additional time(s) during the Contract as IPSC may request.

9. Security and Safety Compliance: Contractor and its employees, agents, representatives, and/or subcontractors, while performing Work at IPP Facilities, or are otherwise at IPP Facilities shall fully comply with all security, fire prevention, and safety rules and procedures in force at IPP. IPSC has the right (but not duty) to make periodic and random inspections of the persons, and of respective property, upon entering, at any time while on, and when departing any IPP Facility. Such persons subject to inspection include Contractor, any subcontractor, and respective employees, agents, and representatives. Property subject to inspection includes, but is not limited to, vehicles, clothing, toolboxes, lunch boxes, any other carrying case, tools or equipment, and anything contained therein. If violations are noted, the violations will be reported to Contractor's on-site supervisor and the Contract Administrator for appropriate action.

All Contractor's employees will be given security identification badges by IPSC and those badges shall be displayed each day to allow admittance to IPP Facilities. Contractor's employees who do not have security identification badges in their possession, will not be allowed on site unless signed in by the Contract Administrator. All security identification badges shall be returned to the Security Contractor when the employee terminates Work at IPP Plant Site. All Contractor's vehicles will also receive parking stickers from the Security Contractor allowing entrance to IPP Facilities. Temporary badges and parking stickers are available for intermittent Contractor employees and vehicles.

Contractor shall have access to IPP Facilities between the hours of 7:00 am to 7:00 pm Monday through Friday. Access may be allowed on weekends or at other times with the approval of the Contract Administrator.

Contractor will be directed to specified areas for parking vehicles and equipment by the Contract Administrator. Certain areas at IPP Facilities are restricted to IPSC vehicles only. Exceptions to the parking restriction will be made on an as needed basis through Contractor's respective Contract Administrator. Contractor shall make its employees, agents, representatives, and/or subcontractors aware of all areas that are subject to restricted parking.

Contractor agrees, warrants, and represents that: (a) It is familiar with the risks of injury associated with the Work and otherwise being at IPP Facilities; (b) Has reviewed the Work to be performed; (c) Has inspected the IPP Work Site with an IPSC representative; and (d) Has determined that no unusual or peculiar risk of harm exists with regard to the Work to be performed at IPP Facilities. Contractor further agrees that it shall, at all times, provide at IPP Facilities, a competent supervisor(s) familiar with IPSC's and the industry's safety standards to ensure compliance with all federal, state, and local regulations pertaining to safety (including, but not limited to, Federal and State OSHA, as said regulations relate to the Work to be performed under the Contract). Although IPSC assumes no responsibility to oversee or supervise the Work, IPSC reserves the right to review safety programs and practices and to make

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recommendations to Contractor. No such review or recommendation by IPSC shall impose any liability or responsibility on IPSC, or relieve Contractor from providing a safe working environment and complying with all legal requirements.

Contractor shall comply with IPSC's safety and equipment requirements prior to starting the Work. Worker protective clothing, which includes, but is not limited to, hardhats, safety glasses, safety shoes, gloves, respirators, earplugs, safety harnesses, and face shields shall be provided by Contractor.

Prior to starting the Work, all of Contractor's personnel shall attend a safety orientation taught by a representative of IPSC. At Contractor's option and subject to IPSC approval, a supervisor of Contractor may attend the orientation taught by IPSC, and present the orientation to the remainder of Contractor's personnel. In that case, a roll shall be provided to IPSC which lists each person who received the orientation and the date it was received.

10. Insurance Requirements: Prior to the start of the Work, Contractor shall furnish IPSC evidence of coverage from insurers acceptable to IPSC and in a form acceptable to the IPSC Insurance Analyst. Such insurance shall be maintained by Contractor and at Contractor's sole cost and expense.

Such insurance shall not limit or qualify the liabilities and obligations of Contractor assumed under the Contract. IPA, IPSC, or LADWP shall not, by reason of any inclusion under these policies or otherwise, incur liability to the insurance carrier for payment of the premium for these policies.

Any insurance carried by IPA, IPSC, or LADWP which may be applicable is and shall be deemed excess insurance, and Contractor's insurance is and shall be primary for all purposes despite any provision in Contractor's policies to the contrary.

Should any portion of the required insurance be on a "Claims Made" policy, Contractor shall, prior to the policy expiration date following completion of the Work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits and terms and conditions of the expiring policy at least for the Contract under which the Work was performed.

- a. Workers' Compensation/Employer's Liability: Workers' Compensation Insurance covering all of Contractor's employees in accordance with the laws of all states in which the Work is to be performed and including Employer's Liability Insurance, and as appropriate, Broad Form All States Endorsement, Voluntary Compensation, Longshoremen's and Harbor Workers' Compensation, Jones Act, and Outer-Continental Shelf coverages. The limit for Employer's Liability coverage shall be not less than \$1 million each accident and shall be a separate policy if not included with Workers' Compensation coverage. Evidence of such insurance shall be an endorsement to the policy providing for a thirty (30) calendar days prior written notice of cancellation or nonrenewal of a continuous policy to IPSC, by receipted delivery, and a Waiver of Subrogation in favor of

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IPA, IPSC, and LADWP, its officers, agents, and employees. Workers' Compensation/Employer's Liability exposure may be self-insured provided that IPSC is furnished with a copy of the certificate issued by the state authorizing Contractor to self-insure. Contractor shall notify IPSC, by receipted delivery, as soon as possible of the state withdrawing authority to self-insure.

- b. **Commercial General Liability:** Commercial General Liability with Blanket Contractual Liability, Products and Completed Operations, Broad Form Property Damage, Premises and Operations, Independent Contractors, and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Contractor, but not less than \$2 million Combined Single Limit and be specific for the Contract. Should the policy have an aggregate limit, such aggregate limits should not be less than \$4 million. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverages shall be on IPSC's Additional Insured Endorsement Form or on an endorsement of the policy acceptable to IPSC and provide for the following:
- (1) To include IPA, IPSC, LADWP, and their officers, agents, and employees as additional insured with the Named Insured for the activities and operations under and in connection with the Contract.
 - (2) That the insurance is primary and not contributing with any other insurance maintained by IPA, IPSC, or LADWP.
 - (3) A Severability-of-Interest or Cross-Liability Clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the company's liability."
 - (4) That the policy shall not be subject to cancellation, change in coverage, reduction of limits or nonrenewal of a continuous policy, except after written notice to IPSC, by receipted delivery, no less than thirty (30) calendar days prior to the effective date thereof.
 - (5) A description of the coverages included under the policy.
- c. **Commercial Automobile Liability:** Commercial Automobile Liability covering the use of owned, nonowned, hired, and leased vehicles for total limits actually arranged by Contractor, but not less than \$1 million Combined Single Limit. Such insurance shall include Contractual Liability coverage. The method of providing evidence of insurance and requirements for additional insureds, primary insurance, notice of cancellation, and Severability-of-Interest shall be the same as required in the Commercial General Liability Section of terms and conditions.

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- d. Professional Liability: Contractor shall provide Professional Liability Insurance with Contractual Liability coverage included, covering Contractor's liability arising from errors and omissions made directly or indirectly during the execution and performance of the Contract and shall provide coverage of \$5 million Combined Single Limit. Evidence of such insurance shall be in the form of a special endorsement of insurance and shall include a Waiver of Subrogation against IPA, IPSC, and LADWP, their officers, agents, and employees.

The policy shall not be subject to cancellation, change in coverage, reduction of limits, or nonrenewal of a continuous policy, except after written notice to IPSC, by receipted delivery, not less than thirty (30) calendar days prior to the effective date thereof.

- e. Equipment Floater: Equipment Floater Insurance shall be of the "All Risk" type and shall cover equipment owned, hired, or leased by Contractor and subcontractors and used at the job site. This Equipment Floater Insurance shall have a limit at least equal to the full value of such equipment to be located at the IPP Job Site. If no equipment will be used in connection with the Work performed at the job site, Contractor and the subcontractors shall submit in writing, to IPSC that no equipment will be used.

Required Equipment Floater Insurance may be engaged at the time of equipment rental and maintained throughout the term of use under the Contract by payment of insurance premiums at the time of rental and as periodically required thereafter. Equipment Floater Insurance premium documentation shall be submitted to the Contract Administrator along with the periodic rental invoices for reimbursement. Evidence of current Equipment Floater Insurance shall be maintained at the IPP Plant Site for review by IPSC as requested.

- f. Builder's Risk/Property: Where warranted by the Scope of Work, in the judgment of IPSC, Contractor shall maintain "All Risk" Builder's Risk/Property Insurance with limits sufficient to cover values at risk in inland transit and/or at the IPP Job Site and shall provide for the following:
- (1) IPA shall be included as an insured or loss payee as its interest may appear.
 - (2) The policy shall not be subject to cancellation except after written notice to IPSC by receipted delivery, with not less than thirty (30) calendar days prior to the effective date thereof.
- g. Other Conditions:
- (1) Failure to maintain and provide acceptable evidence of any of the required insurance for the required period of coverage shall constitute a major breach of Contract, upon which IPSC may immediately terminate or suspend the Contract. In addition or in the alternative, IPSC has the

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right (but not duty), to procure such insurance and: (a) To submit a claim for the cost thereof against any Performance Bond supplied by Contractor; (b) To deduct the cost thereof from any monies due Contractor under the Contract or otherwise; and/or (c) To charge and collect the cost thereof from Contractor, payable upon demand. Such claim, deduction, or charge shall include an administrative fee of 2 percent of the cost of procuring said insurance. Said insurance may be procured and maintained in the name of Contractor, IPA, IPSC, LADWP, and/or any combination thereof, as primary and/or secondary insured, all as IPSC may from time-to-time elect.

- (2) Contractor shall be responsible for all subcontractors' compliance with insurance requirements. The foregoing remedies in subarticle (1) shall be available to IPSC against Contractor for any failure by any subcontractor to maintain and provide the required insurance.
11. Nonexclusive: This is a nonexclusive Contract. IPSC reserves the right to obtain materials, equipment, services, or other Work from other vendors or suppliers.
12. Transportation: All shipments of hazardous materials under the Contract or in connection herewith shall be handled in accordance with current U.S. Department of Transportation regulations and all other applicable federal, state, and local laws and regulations.
13. Material Safety Data Sheets: Contractor shall furnish IPSC with a Material Safety Data Sheet (MSDS) for all hazardous materials furnished under the Contract, used, stored, or transported on or near IPP Premises in connection with the Contract. The MSDS shall be furnished to IPSC on, or prior to, the date of the first delivery, use, storage, or transportation of the materials. If these Specifications require that Contractor furnish instruction books, the MSDS shall also be included in such books.
14. No Waiver: No breach, noncompliance, or other failure to perform (collectively "breach") by Contractor, or any subcontractor, or of any Work shall be deemed waived unless expressly waived in writing by the President and Chief Operations Officer. No waiver by IPSC of any one breach shall be deemed to waive any other prior, concurrent, or subsequent breach. No exercise, or failure to exercise, or delay in exercising any particular remedy by IPSC shall be deemed a waiver or preclude IPSC from subsequently invoking that remedy for that breach or any other breach. All remedies granted to IPSC in the Contract, or by law or equity, are cumulative and may be exercised in any combination or order.

PART F - DIVISION F1**DETAILED SPECIFICATIONS - SPECIAL CONDITIONS**

1. **General:** These Special Conditions are nontechnical in nature and shall supplement the General Conditions in the administration and regulation of the Work performed under these Specifications.
2. **Printed Documents:** All documents including drawings and instruction books utilized in the course of any Work under the Contract shall be the property of IPSC. All printed documents shall be in the English language and shall utilize the foot-pound-second system.
3. **Construction Management:** Coordination of all field Work will be under the direction of IPSC. In the event there are other contractors working at IPP Facilities, it will be IPSC's responsibility to coordinate the Work of all contractors and resolve any conflict. The IPSC Work Package number (Release number) is to be referenced on all daily time sheets and invoices that are submitted to IPSC for approval. Contractor shall be responsible for performing the Work in accordance with the dates shown on Contractor-prepared, IPSC-approved schedule.

Contractor shall prepare and submit to IPSC, a daily activities report which shall include a Contractor/Subcontractor Personnel Summary Report. This report shall be broken down into supervision and individual craft classifications. The report shall indicate the total number of personnel, by classification, on the payroll of Contractor and each subcontractor and also the total number of man-hours, by classification, actually expended for the day. The daily activities report shall include the following additional information:

- a. List of construction equipment used, when applicable.
 - b. Areas in which the Work is performed, indicating the type of Work and elevations, when practicable.
 - c. Reference to any change(s).
 - d. Remarks regarding unusual events, conditions, or circumstances.
4. **Field Records:** Contractor shall maintain at the IPP Job Site, up-to-date copies of all drawings, specifications, and other Contract Documents and supplementary data, complete with latest revisions thereto. In addition, Contractor shall maintain a continuous record of all field changes and, at the conclusion of the Work, shall incorporate all such changes on the drawings and other engineering data and shall submit two (2) complete copies thereof, to IPSC, in accordance with the Document Submittal Schedule provided in Division F2, Article 5.f. Throughout the Work under the Contract, IPSC shall have the right to inspect and/or audit all records related to the Work including the record of field changes.

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5. Contractor's Supervision at the IPP Job Site: Contractor shall provide adequate management, supervisory, and technical personnel on site as required to ensure expeditious and competent handling of the Work. Contractor shall be responsible for complete supervision and control of all subcontractors as though they were Contractor's own personnel. Notice to Contractor shall be considered notice to any affected subcontractor.

IPSC will have the right to require removal from the IPP Plant Site, any of Contractor's employees if, in the judgment of IPSC, such removal is necessary to protect IPSC's interests.

Contractor's supervisory personnel shall coordinate Contractor's and subcontractor's programs for safety and accident prevention, fire protection, security, and property protection with like programs developed by IPSC. All of Contractor's supervisory personnel shall be required to attend an IPSC safety orientation meeting before performing any Work on IPP Plant Site, and again, at least once each year.

Contractor shall be responsible for orientation, training, monitoring, enforcement, and all other aspects of implementation and coordination of safety policies and procedures. Contractor shall provide signed documentation within one (1) week of arriving on IPP Plant Site or within one (1) week of commencing each job, verifying that all Contractor employees have been fully trained in Contractor and required IPSC safety policies and procedures.

Contractor shall be capable of dispatching to the IPP Plant Site, an individual specializing in and specifically trained as a Safety Coordinator for the purpose of monitoring any required phase or item within Contractor's Work scope and enforcement of Contractor safety procedures, where directed by the Project Coordinator.

6. Subcontracts: It is the intent of these Specifications that Contractor shall perform the majority of the field Work with Contractor's own forces and under the management of its own organization. The Work may be subcontracted only by subcontractors approved in writing by the Project Coordinator. Such subcontractors shall not perform Work for any other contractor on the IPP Plant Site without the specific approval from the applicable Project Coordinators. All subcontractors shall be directly responsible to Contractor and shall be under Contractor's general supervision. All Work performed under subcontracts shall be subject to the same Contract provisions as the Work performed by Contractor's own personnel.
7. Relations With Other Contractors: Contractor shall cooperate with all other contractors performing work in behalf of IPSC and employees of IPSC. Contractor shall conduct its operations to minimize interference with the work of such contractors or workmen. Contractor shall promptly make good, at Contractor's own expense, any injury or damage that may be sustained by other contractors or employees of IPSC, at

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Contractor's hands. Any difference or conflict which may arise between Contractor and other contractors, or between Contractor and IPSC's employees, in regard to the Work, shall be resolved through the applicable Project Coordinators.

If any part of Contractor's Work is dependent upon the quality and completeness of work performed under another contract, Contractor shall inspect such portion of the other contractor's work and promptly report any defects therein which render such work unsuitable for the proper execution of the Work under the Contract. IPSC will promptly clarify such matters and so inform Contractor. Any Work affected by such discoveries, which is performed by Contractor prior to clarification by IPSC, shall be at Contractor's risk. Failure to report such defects to IPSC shall constitute Contractor's acceptance of such work as suitable to receive Contractor's Work, provided however, that Contractor shall not be responsible for defects which develop after its inspection and which could not have been reasonably detected or foreseen.

8. Methods of Field Operation: Contractor shall inform IPSC in advance as to Contractor's plans for carrying out each part of the field Work. Review by IPSC of any plan or method of Work proposed by Contractor shall not be considered as an assumption of any risk or liability by IPSC or any officer, agent, or employee thereof.
9. Lines and Grades: All Work shall be done to lines, grades, and elevations indicated in the Contract Documents. Contractor shall provide suitable equipment and competent workmen who shall lay out the Work. Basic horizontal and vertical control points will be established or designated by IPSC, where required. These points shall be used as datum for Work under the Contract.

Contractor shall provide experienced instrument-competent assistants and such instruments, tools, stakes, and other materials required to complete survey, layout, and measurement Work. In addition, Contractor shall furnish competent workmen from its force, and such tools, stakes, and other materials as IPSC may require in establishing or designating control points, in establishing construction easement boundaries, or in checking survey, layout, and measurement Work performed by Contractor.

Contractor shall keep IPSC informed, a reasonable time in advance, of the times and places at which Contractor wishes to do Work, so any checking deemed necessary by IPSC may be done with minimum inconvenience to IPSC and minimum delay to Contractor.

Any Work done without being properly located may be ordered removed and replaced at Contractor's expense.

10. Preservation of Monuments and Stakes: Contractor shall carefully preserve all monuments, benchmarks, reference points, and stakes. Any such references shall be

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removed only with permission from IPSC. References removed without permission from IPSC shall be replaced at Contractor's expense.

11. Safety and Accident Prevention: Contractor shall conduct all operations under the Contract in a manner to avoid the risk of bodily harm or a risk of damage to any property. Contractor shall continuously inspect all Work, materials, and equipment to discover and determine any unsafe condition and shall be solely responsible for the discovery, determination, and correction of any such condition. This requirement shall apply continuously and shall not be limited to normal working hours.

Prior to start of the Work, Contractor shall visit the IPP Job Site and become familiar with the risks of injury associated with the Work. Contractor shall review the Work to be performed at the IPP Job Site, with IPSC's representative and shall adequately prepare for any risk of harm with regard to the Work to be performed.

Contractor further agrees that Contractor shall at all times provide, at the IPP Job Site, a competent supervisor(s) familiar with IPSC's and the industry's safety standards to ensure compliance with all IPSC, federal, state, and local regulations pertaining to safety, including, but not limited to, Federal and State OSHA, as said regulations relate to the Work to be performed under the Contract. Although IPSC assumes no responsibility to oversee or supervise the Work, IPSC reserves the right to review safety programs and practices and make recommendations to Contractor. Any such review or recommendation by IPSC shall not increase IPSC's liability or responsibility and shall not relieve Contractor from providing a safe work environment and complying with legal requirements and Contractor's safety procedures and programs.

Prior to mobilizing to the IPP Job Site, Contractor shall prepare and submit a complete safety plan to IPSC for review. This plan shall include a detailed description of all measures to be taken to ensure the safety of all personnel at the IPP Job Site with regard to the Contract Work, including, but not limited to:

- a. Emergency procedures.
- b. Respirator training.
- c. Right to know or hazardous communication.
- d. Scaffold certification program.
- e. Confined space.
- f. Drug testing policy.

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Review of Contractor's safety plan by IPSC does not relieve Contractor of any responsibility in fully implementing the safety plan or seeing that proper safety procedures are employed in completing the Contract Work.

IPSC will monitor Contractor's safety measures while performing the Work and may require changes in Contractor's safety and accident prevention program during performance of the Work. These IPSC safety requirements may be more stringent than requirements of the applicable codes or regulations.

Contractor shall maintain accurate accident and injury reports and shall furnish IPSC a weekly summary of injuries and contributing circumstances.

Contractor shall provide, as part of labor overhead, all required safety equipment and enforce the use of such equipment by all of Contractor's and subcontractor's employees. This shall include all safety-related testing, training, safety monitoring equipment, and personal protective devices.

12. Security and Property Protection: Contractor shall be accountable for any damages resulting from Contractor's operations. Contractor shall be fully responsible for the protection of all persons including members of the public, employees of other contractors or subcontractors, employees of IPSC, and all public and private property including structures, sewers, and utilities, above and below ground.

Within three (3) calendar days after discovering damage or being notified of any damage, loss, or injury resulting from Contractor's operations, Contractor shall make a full and complete report thereof in writing to IPSC.

Contractor shall utilize and maintain all necessary safety equipment including barriers, signs, warning lights, and guards, to provide adequate protection of persons and property.

Contractor shall give reasonable notice to the owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the Work. Contractor shall make all necessary arrangements with such owners relative to the removal and replacement or protection of such property and utilities.

Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting materials, equipment, or workmen to or from the Work or any part or site thereof, whether by Contractor or subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner, the agency, or authority having jurisdiction over the

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damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.

Contractor shall be responsible for all materials and equipment in its custody or utilized in construction. Security methods shall be employed as required to ensure the protection of all materials, equipment, and tools from theft, vandalism, fire, and all other damage and loss.

Contractor shall comply with IPSC's Security Plan and Work Rules which will be administered by IPSC. Visitors' passes and badges shall be obtained from the appropriate IPSC Security Services representative. Contractor shall also be responsible for identifying visitors, their conduct while on the IPP Job Site, and the return of the visitors' passes and badges.

For security reasons, all Contractor employees, visitors, subcontractors, representatives, and agents shall be required to display on their hardhats, Contractor's name, their name, and identification number.

Contractor shall be assigned one or more alleys at the badge alley near Contractor's employee parking area through which Contractor's employees must enter and depart during the normal starting and quitting times. Normal entry and exit shall be administered by Contractor. Contractor shall be required to verify employment of personnel entering the IPP Job Site who do not have proper badges.

The number of Contractor-owned vehicles allowed on IPP Plant Site will depend upon the Work in progress and shall be as approved by IPSC. The use of the on-site parking areas for all persons and delivery vehicles entering or leaving the IPP Job Site will be as designated by IPSC. Use of parking space(s) other than as designated will be subject to appropriate action by IPSC.

IPSC will also have the unqualified right to require inspection of all hand-carried containers, and identification and inspection of all vehicles entering or leaving the IPP Job Site.

13. Emergency Protection: Whenever Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work under the Contract or of the adjacent structures or property and whenever an emergency has arisen and immediate action is considered necessary, then IPSC, with or without notice to Contractor, may provide suitable protection by causing Work to be done and material to be furnished and placed. The cost of such Work and material shall be borne by Contractor and if the same is not paid on presentation of the bills therefore, such costs may be deducted from any amounts due or to become due Contractor. The performance of such emergency Work shall not relieve Contractor of responsibility for any damage which may occur.

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In the event of any emergency, which IPSC determines to endanger life or property, such Work shall be performed by Contractor on oral orders of IPSC and confirmed in writing as soon as practicable. In the event of ordered emergency Work, Contractor shall keep accurate records of actual costs for review by IPSC.

14. Qualifications of Workmen: Contractor shall employ only workmen who are competent to perform the Work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and do satisfactory work.
15. Sunday, Holiday, and Night Work: No Work shall be done between 6:00 pm and 7:00 am or on Sundays or legal holidays without the written consent of IPSC. All Work schedules for Contractor's IPP Job Site personnel shall be approved by the Project Coordinator.
16. Unfavorable Conditions: During periods of unfavorable weather, wet grounds, or other unsuitable conditions, Contractor shall confine operations to Work which will not be affected adversely thereby. No portion of the Work shall be completed under conditions which would affect adversely the quality thereof, unless special means or precautions acceptable to IPSC are taken by Contractor to perform the Work in a proper and satisfactory manner.
17. Fire Protection: Contractor shall comply with IPSC's procedures regarding fire protection. Supplementing these requirements, Contractor shall use only work procedures which minimize fire hazards to the extent practicable. Combustible debris and waste materials shall be collected and removed from the IPP Job Site each day. Fuels, solvents, and other volatile or flammable materials shall be stored away from the Work and storage areas in well-marked, safe containers. Good housekeeping is essential to fire prevention and shall be practiced by Contractor throughout the course of the Work.

Unless specified herein for a particular application, untreated canvas, paper, plastic, and other flammable flexible materials shall not be used on the IPP Plant Site for any purpose. If such materials are used as covers when materials arrive at the IPP Plant Site, materials shall be removed and replaced with an acceptable covering before storing or moving into the Work area.

Likewise, corrugated paper and fiberboard cartons will not be permitted in the Work area. If such cartons do arrive in the area, they shall be immediately unpacked and removed from the IPP Job Site. Flexible materials for covering shall be waterproof and shall be 100 percent noncombustible-inorganic or shall be fabrics listed in the UL Building Materials Directory. Any other fabrics or plastic films used shall be certified by the supplier to conform to Sections 2 and 30 (Large Scale Test) of NFPA, Fire Codes Volume 3, Part 701, "Standard Methods of Fire Tests for Flame-Resistant Textiles and Films."

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Scaffolding, planking, and similar materials which are combustible, but which are essential to execution of the Work, shall be treated for fire resistance. Fire-retardant treated lumber shall be UL listed or Factory Mutual approved and consideration shall be given to the leachability of the treatment. When combustible materials must be utilized within an area where ignition sources exist, Contractor shall dampen such materials or take further steps, at the commencement and conclusion of Work each morning and afternoon, to ensure that possible ignition sources are quenched or isolated.

Temporary heating facilities shall be approved by the Project Coordinator prior to use and shall not be left unattended.

Contractor shall provide adequate fire protection equipment in the temporary structures Contractor is occupying in accordance with NFPA 241 and as specified herein. Access to sources of fire water shall be identified and kept open at all times. Suitable fire extinguishers shall be provided in enclosed areas, in areas which are not accessible to fire water, or in areas which may be exposed to fire that cannot safely be extinguished with water.

Each fire extinguisher shall be of a type suitable for extinguishing fires which might occur in the area in which it is located. In areas where more than one type of fire might occur, the type of fire extinguisher required in each case shall be provided. Each extinguisher shall be placed in a convenient, clearly-identified location that would offer the greatest opportunity for accessibility in the event of fire.

Contractor alone shall be responsible for providing adequate fire protection. Failure of Contractor to comply with, or IPSC to enforce, the above requirements shall not relieve Contractor from any other responsibility or obligation under the Contract.

18. Work Area Limits: The Project Coordinator will designate the boundary limits of access roads, parking areas, storage areas, and Work areas and Contractor shall not trespass in or on areas not so designated. Contractor shall be responsible for keeping all of its personnel out of areas not designated for Contractor's use; except, in the case of isolated work located within such areas, IPSC will issue permits to specific Contractor personnel to enter and do the Work.

Contractor's employees shall park personal vehicles in the assigned construction personnel parking area.

19. Protection of Work: Contractor shall be solely responsible for the protection of its work until official acceptance by IPSC. Contractor shall have no claim against IPSC or its employees because of any damage or loss to Contractor's Work and shall be responsible for the complete restoration of damaged Work to its original condition complying with these Specifications and as directed by IPSC.

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If a conflict or disagreement develops between Contractor and any other contractors concerning the responsibility for damage or loss to Contractor's Work, the conflict shall be resolved as provided under Article 7 of this Division, Relations With Other Contractors. Such conflict shall not be cause for delay in the restoration of the damaged Work. Contractor shall restore the Work immediately and the cost thereof will be assigned pending the resolution of the conflict.

20. Protection of Concrete and Other Finished Surfaces: Finished surfaces, including concrete, shall be protected from chipping, gouging, scratching, staining, and other damage. Damaged sections shall be repaired or removed and replaced subject to IPSC's discretion and acceptance. Heavy planks and mats shall be placed under materials and equipment being stored, moved, assembled, or installed on or above floor surfaces. Nonflammable, oil-resistant coverings shall be used to protect surfaces from staining.
21. Protection of Grating and Stair Treads: Floor gratings and stair treads shall be protected against damage from heavy loads, movement of materials, equipment, flame cutting, welding, and other such construction activities. Where heavy equipment or material loads are to be stored or moved over gratings, such loads shall be supported directly from the structural steel and shall not be allowed to bear on the gratings. Damaged sections shall be repaired or replaced subject to IPSC's discretion and acceptance.
22. Protection of Electrical Raceway, Cable, and Lighting Fixtures: Contractor shall protect electrical raceway, cable, lighting fixtures, and associated support systems against damage from movement of materials and equipment, welding, flame cutting, and other Work activities. Raceway and supporting structures for raceway and lighting fixtures shall not be used as access scaffolding at any time. Whenever welding or flame cutting operations occur above or near raceways, cables, or lighting fixtures not shielded from such operations by concrete floors or other protective covers, Contractor shall protect the raceways, cables, and lighting fixtures from damage by means of fireproof boards or blankets.
23. Repair of Damages: Contractor shall immediately repair any damage which results from Contractor's Work activities or abnormal use, including damage done to the existing facilities. All such repair work must be acceptable to IPSC.
24. Independent Testing Laboratory: Except as otherwise specified, laboratory testing specified in the technical requirements will be done by an independent testing laboratory retained by IPSC. All costs for such laboratory services will be paid by IPSC unless otherwise specified within the applicable Scope of Work or these Specifications.
25. Temporary Facilities: Except as otherwise specified within these Specifications and the applicable Scope of Work, Contractor shall furnish all utilities and temporary facilities

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and all materials, equipment, and supplies which are required for completion of the Work. IPSC-furnished materials, equipment, labor, and services, will be specified within the applicable Work Package.

- a. Temporary Use of On-Site Structures: IPSC will provide a structure at the construction area access gate for time checking personnel.

Requirements for structures for warehousing of materials requiring indoor storage shall be coordinated with the Project Coordinator.

Temporary use of IPSC's on-site warehousing shall be allowed only with prior written permission of the Project Coordinator. In all cases, IPSC retains unqualified rights to regulate the usage of these structures.

- b. Telephone: Contractor shall provide its own telephone service and other site communication facilities required to meet its needs. These services and all other aspects of operating an on-site construction coordination/management office shall be the financial responsibility of Contractor and shall be coordinated through, and subject to, the approval of the Project Coordinator.

Communication system interties shall be arranged through the Project Coordinator.

- c. Power: IPSC will furnish all electric energy for power and temporary lighting at no charge. Power will be available at specified locations for Contractor use, at 480Y/277 volts, three-phase. Power usage will be coordinated through the Project Coordinator.

A limited amount of power will be available at 120/240 volts, single-phase, at specified locations. Use of this power will also be coordinated through the assigned Project Coordinator.

- d. Temporary Lighting: Contractor shall furnish and install temporary lighting as required to safely and effectively complete the Work and as required by IPSC. Temporary lighting shall conform with the Occupational Health and Safety Act, Title 29, Chapter XVII, Part 1926, Subparts D and K. Temporary lighting shall be supplied by 600-volt insulated conductors installed in conduit, aluminum-sheathed cable (ALS) with suitably insulated conductors, or molded-rubber cord sets with integral fixtures. Minimum conductor size shall be 12 AWG.

- e. Water: Water will be furnished by IPSC at specified locations. Contractor shall not be charged for the water.

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Contractor shall furnish and maintain water coolers, drinking cups, and trash barrels for each water cooler as necessary for Contractor's personnel.

- f. Sanitary Facilities: Contractor shall arrange for and maintain toilets in numbers and locations as required to adequately and conveniently serve the needs of all of Contractor's personnel and as required by state and local regulations.
- g. Heat: Except as otherwise specified, Contractor shall provide all heating facilities required for the efficient execution of the Work and as required to prevent freeze damage to equipment under Contractor's custody. The method of heating shall be acceptable to IPSC.

Salamanders, open fires, or other methods which constitute a hazard to personnel or property shall not be used. All heating equipment shall be provided with adequate safeguards.

26. Right-of-Way: Where required for completion of the Work, in IPSC's judgement, IPSC will obtain all permanent right-of-way easements and/or location agreements.

Contractor shall confine its operations to the immediate assigned areas and shall use due care in placing tools, materials, equipment, and supplies causing the least possible damage to the property.

- a. On Private Property: Contractor shall comply with all the limitations and provisions of IPSC's easements and agreements. Contractor shall examine these easements and agreements before beginning the Work and shall comply with all provisions thereof. Problems involving right-of-way shall be immediately reported to IPSC.
- b. Work Within Highway and Railroad Right-of-Way: All Work performed and all operations of Contractor, employees, or subcontractors within the limits of railroad and highway right-of-way shall be in conformity with the requirements and be under the control (through IPSC) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.
- c. Fences: All existing fences which interfere with the operations shall be maintained by Contractor until the completion of the Work affected thereby, unless written permission is obtained from the owner of the fence to leave the fence dismantled for an agreed period of time. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the Work across any tract of land, Contractor shall restore all fences to original or better condition.

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27. Oil Spill Prevention and Control: Contractor shall be solely responsible for its operations involving unloading, storing, handling, and using oil and oil by-products on IPP Plant Site and shall be solely responsible for strict compliance with the requirements of the Environmental Protection Agency (EPA) as published in the Code of Federal Regulations (CFR) Title 40, specifically Articles 110 and 112.

Contractor shall unload and store oil and oil by-products at the location designated by IPSC. In the event of an oil spill, Contractor shall furnish all material, labor, and equipment required to expedite the cleanup work in compliance with IPSC's Spill Prevention Control and Countermeasure Plan PAI #101 (See Appendix #3) and the requirements of CFR Title 40.

28. Scaffolding: Contractor shall furnish all scaffolding, staging, ladders, flooring, runways, and any other temporary construction required for the execution of its Work. Contractor shall construct scaffold using only personnel trained and certified in the proper construction and inspection of scaffolding.

All scaffolding shall be subject to approval by IPSC and shall meet or exceed IPSC standards and OSHA design standards for safety and adequacy.

All scaffolding, runways, and other temporary construction shall be self-supporting throughout and shall be rigidly built so as to support safely the weight of all materials, equipment, apparatus, and personnel to be placed thereon as required by federal, state, and local laws.

29. Inspection of Field Work: All material delivered and Work performed shall be subject to inspection by IPSC. Such inspection shall not relieve Contractor of the responsibility of furnishing high-quality labor and materials in strict accordance with the Contract Documents. Any materials or field Work accepted and later found to be defective shall be replaced without cost to IPSC. Contractor shall perform a thorough inspection and after having met all requirements of the Contract Documents, shall request IPSC's acceptance.

Contractor shall keep IPSC informed of the progress of the Work and shall allow IPSC not less than two (2) calendar days notice in advance of appropriate times for inspections and tests unless specifically arranged otherwise, in advance, with IPSC. Contractor shall furnish IPSC reasonable facilities, samples, and proper authority for access for inspection and tests and for obtaining such information as IPSC may require.

When specific inspections are required hereunder, Contractor shall not proceed beyond that point until IPSC has made the inspection and given approval. No such inspection shall be waived except by written permission from IPSC.

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30. Explosives: Explosives, including explosive-actuated tools, shall be used only with approval of the Project Coordinator.
31. Hazardous Materials: Contractor shall furnish a Material Safety Data Sheet (MSDS) for all hazardous materials furnished under the Contract. The MSDS shall be furnished to IPSC on, or prior to, the date of the first delivery of the materials.

If these Specifications require Contractor to furnish instruction books, the MSDS shall also be included in such books.

All hazardous materials under the Contract shall be handled in accordance with IPSC's administrative directive PAI# 106 and PAI #144, (See Appendix #4) and current U.S. Department of Transportation regulations.

Hazardous materials purchased by Contractor for use at IPP Facilities, as a consequence of working for IPSC, shall require approval by the Project Coordinator. Contractor shall submit to the Project Coordinator a detailed listing of materials to be used on the job and the applicable MSDS prior to the use of the materials. No hazardous materials shall be used by Contractor at IPP Facilities unless they have been approved by the Project Coordinator. Similarly, Contractor must:

- a. Train all potentially exposed personnel on the MSDS and hazardous material used on the IPP Job Site and in the vicinity.
- b. Provide protective equipment to potentially exposed personnel.
- c. Provide proper management, transportation, and disposal of all hazardous materials and/or wastes as specified by the Utah Bureau of Solid and Hazardous Wastes and EPA, Region VIII.

**NOTE: BEFORE BRINGING HAZARDOUS MATERIALS ON SITE
SEE THE PROJECT COORDINATOR!**

PART F - DIVISION F2

DETAILED SPECIFICATIONS - DETAILED REQUIREMENTS

1. General: This Division covers the general description and Scope of Work under these Specifications for **Supplemental Maintenance Services** at the Intermountain Power Facility.
2. Site Location and Access: The Intermountain Generating Station and Converter Station are located approximately one hundred (100) miles southwest of Salt Lake City, Utah, approximately eleven (11) miles north of the city of Delta, in Millard County, Utah. The IPP Plant Site is presently served by a paved, two-lane highway, from U.S. Highway 6 which is the main road in the area. The IPP Plant Site is also served by a connection of county paved and unpaved roads running north from Delta. A railroad siding is available for delivery of materials and equipment.
3. Work Scope and Initiation Process: The Work under these Specifications shall include furnishing labor, materials, equipment, supervision, administration, and management; and supplying all tools, supplies, and services to perform designated maintenance and construction support Work in accordance with IPSC prepared Work Packages and these Specifications. The Work will be issued to Contractor throughout the year, by IPSC, as the need arises.

Work Packages issued to Contractor by IPSC will consist of a minimum of the Scope of Work and requested schedule for completion of such. Contractor shall prepare and submit to the Project Coordinator within ten (10) calendar days, an outline of required labor, a recommended job completion schedule, an estimate of the major job components, and an estimated total cost.

The finalized Work Package is thereafter submitted to IPSC Staff for approval. If approved a purchase order will be sent to Contractor, with an approved release number initiating the Work. The release number for each project shall be shown clearly on each invoice associated with a given job.

The above explanation is intended to give a general definition of the Scope of Work under these Specifications, and shall not be construed to be an itemized listing of each element of Work required. Contractor shall be responsible for conforming in all respects to the details and requirements of these Specifications and the drawings and other Contract Documents provided within the various Work Packages.

DIVISION F2

DETAILED REQUIREMENTS

4. Services or Equipment Provided by IPSC: The following items will be furnished by IPSC, unless notified otherwise:
- a. Construction permit, if required.
 - b. Structures at the construction area access gate for time checking all labor personnel.
 - c. On-site, temporary, outdoor laydown storage space (as and where available).
 - d. Electric energy for construction power and temporary lighting (as and where available).
 - e. Water for use at hydrants designated by IPSC.
 - f. Central welding system, as directed by IPSC.
 - g. Plant elevators to be used only as directed by and with the permission of IPSC.

All materials and equipment which IPSC chooses to provide will be specified in the applicable Work Package. At IPSC's direction, Contractor shall be responsible to unload, properly store, and protect all IPSC-furnished materials and equipment, placed in possession of Contractor, until returned to IPSC control.

5. Quality Assurance: As a means of ensuring that the performance of the Work fulfills the requirements of the Contract Documents, Contractor and subcontractors shall establish and implement a Quality Assurance Program for all of the Work. The Quality Assurance Program shall be capable of providing assurance that purchasing, manufacturing, shipping, storage, testing, erection work, and examination of all materials, equipment, and services shall comply with the requirements of these Contract Documents.
- a. Quality Assurance Manual: The Quality Assurance Program shall be documented in a Quality Assurance Manual. The form and format of the Quality Assurance Manual is at the discretion of Contractor and subcontractors. The content of the Quality Assurance Manual may be in the form of written descriptions of quality assurance policies, procedures, methods, instructions, exhibits, or other quality assurance method descriptions. Controlled copies of the manual shall be submitted in accordance with the Document Submittal Schedule, Article 5.f of this Division. The Quality Assurance Manual shall be kept current by submittal of revisions as applicable throughout the life of the Contract.

DIVISION F2

DETAILED REQUIREMENTS

Contractor's Quality Assurance Manual shall describe the authority and responsibility of the persons in charge of the Quality Assurance Program and inspection activities and shall include an organizational chart. The manual shall also include, as a minimum, control procedures or methods to ensure the following:

- (1) Documents, drawings, specifications, quality assurance procedures, records, inspection procedures, and purchase documents are maintained current, accurate, and under control.
- (2) Requirements in purchasing documents for materials, equipment, and services conform to the requirements of these Contract Documents.
- (3) Receipt inspection, in-process inspection, examination, testing, and checkout.
- (4) Adequate control and inspection of subcontracted Work.
- (5) Materials, parts, and components are properly identified and the identification is maintained during shipping, handling, storage, and erection.
- (6) Quality of special processes such as welding, heat-treating, hot-forming, and nondestructive testing requirements for written procedures, qualification of procedure, and qualification of personnel shall be documented and verified.
- (7) Proper controls are applied to shipping, handling, and storage to prevent degrading of materials and components.
- (8) Proper documentation, control, and disposition of nonconforming materials.
- (9) Calibration of equipment, instruments, and recording controls.
- (10) Proper surface preparation for and application of coatings in accordance with the Contract Documents.
- (11) Definition, maintenance, and distribution of quality assurance records.
- (12) Execution of quality assurance audits.

DIVISION F2

DETAILED REQUIREMENTS

- b. Notification: For all specified witness tests and inspections, Contractor shall notify the Project Coordinator at least two (2) calendar days in advance of the procedure.
- c. Coordination: Contractor's Quality Assurance Program shall be compatible with IPSC's overall quality surveillance and control at the IPP Job Site. IPSC will direct Contractor in the development of specific interface procedure activities. Examples of these activities are:
 - (1) Control and distribution of drawings.
 - (2) Notification and disposition of Nonconformance Reports.
 - (3) Submission and review of inspection and test results.
 - (4) Submission of as-built documents.
 - (5) Submission and control of quality assurance records.

Contractor will be required to prepare written procedures, acceptable to IPSC, for Contractor's employees to follow to ensure coordination.

- d. Inspections and Tests: Contractor's or subcontractor's Work and related records shall be subject to inspection by IPSC to ensure compliance with applicable requirements. Contractor shall keep IPSC informed of the progress of the Work and shall allow IPSC not less than two (2) calendar days notice in advance of appropriate times for inspections and tests unless specifically arranged otherwise, in advance, with IPSC.

When specific inspections are required hereunder, Contractor shall not proceed beyond that point until IPSC has made the inspection and given approval. No such inspection shall be waived except by written permission from IPSC.

Upon detection of a noncompliance with the requirements of the Contract Documents or the accepted Quality Assurance Manual, corrective action will be requested by IPSC. Contractor or subcontractor shall correct, in a timely manner, all such deficiencies so identified.

- e. Audits: The Contract Administrator or Project Coordinators shall have access to all of Contractor-occupied facilities and to Contractor's records and information as necessary for the conduct of quality assurance audits. Such audits may or may not be formally announced.

DIVISION F2

DETAILED REQUIREMENTS

- f. On-Site Inspection Plans: Detailed inspection plans may be required, at the discretion of IPSC, prior to starting any on-site fabrication or erection.

The inspection plan shall list all documented in-process and final inspections of the Work to be performed by Contractor and subcontractors. The list shall show which inspections are to be performed on which part of the Work and at which points. The plan shall also provide for witness and hold points as designated by IPSC.

- g. On-Site Test Plan/Procedure: Prior to starting any testing (i.e., hydrostatic, electrical energization, functional performance), and as required by IPSC, Contractor shall prepare and submit a detailed test plan/procedure.

The test plan/procedure shall be prepared specifically for the equipment or components to be tested. Specific identification of equipment and boundaries of the test shall be defined.

Contractor shall not perform the Work defined in any test plan/procedure without specific authorization of IPSC, including any required IPSC safety tagging.

6. Documentation: This Article stipulates the requirements for documentation which Contractor shall submit. Submittal of documentation is an essential part of the scheduled progress and completion of the Work and the Contract.

The Document Submittal Schedule included herein lists certain required documentation. Contractor shall provide such documentation complete in accordance with the requirements of this Article and the Reference Specifications and Work Package.

Documentation requiring review by IPSC shall be submitted on a schedule which will allow reasonable time for review by IPSC and correction by Contractor, and which will permit performance of the Work.

Review by IPSC will cover only general conformity to the requirements of these Specifications and documents. Review shall not be construed as modifying these requirements, nor relieving Contractor from any responsibility for errors or deviations from the requirements of the Contract Documents.

- a. Correspondence: All correspondence shall be accompanied by a letter of transmittal listing the exact contents of the transmittal. The correspondence shall be identified by the project name and release number. All correspondence following award of the Contract, shall be addressed as follows:

DIVISION F2

DETAILED REQUIREMENTS

Mr. George W. Cross
President & Chief Operations Officer
Intermountain Power Services Corporation
850 West Brush Wellman Road
Delta, Utah 84624-9546

Attention: Project Coordinator
Work Package: **(Package Name & Release Number)**

- b. Processing: Only certified documents shall be submitted. Certified Documents shall mean documents fully completed and certified by Contractor as to the compliance of the information contained thereon with the requirements of the Contract Documents. Certified Documents will be reviewed by IPSC and processed as specified herein.
- c. Submittal: The number of copies specified in the Document Submittal Schedule shall be submitted by first-class mail or hand delivered to IPSC.
- d. Review and Correction: Documents designated on the Document Submittal Schedule to be submitted for review will be returned to Contractor as stipulated in this Article. Documents returned to Contractor will be copies.

Documents designated on the Document Submittal Schedule to be submitted for record, information, or processing will not normally be returned to Contractor; however, such documents may be returned if IPSC discovers discrepancies or errors in the documents.

Documentation reviewed by IPSC will be returned to Contractor marked "RETURNED FOR CORRECTION" or "NO EXCEPTIONS NOTED."

When documentation is returned and marked "RETURNED FOR CORRECTION," corrections shall be made as noted thereon or as instructed by IPSC and six (6) copies of each corrected document shall be resubmitted to IPSC.

When the documents are returned and marked "NO EXCEPTIONS NOTED," Contractor shall submit documents for final distribution as specified hereinafter under Final Documentation.

- e. Final Documentation: Upon receipt of documentation marked "NO EXCEPTIONS NOTED," Contractor shall provide additional copies for final distribution, as directed by IPSC. All documents shall be submitted in hard copy, where possible, and in accordance with the Document Submittal Schedule.

DIVISION F2

DETAILED REQUIREMENTS

- f. Document Submittal Schedule: Document submittal requirements are defined in the following Document Submittal Schedule. Transmittal letters shall be addressed to the first party listed for each entry, with copies to the other parties as indicated.

DOCUMENT SUBMITTAL SCHEDULE

TYPE OF DOCUMENT	SPECIFICATIONS ARTICLE	NUMBER OF COPIES SUBMITTED TO	SUBMITTED FOR	TIME OF SUBMITTAL
1. Written Notice of Claim or Dispute	Division E1, Article 14	1 - President and Chief Operations Officer (COO) 2 - Project Coordinator (PC)	Review	Within Thirty (30) Calendar Working Days after the Claim or Dispute Is Addressed to the Contract Administrator (CA)
2. Detailed Work Schedule and Cost Estimate	Division E1, Article 17	1 - COO 1 - PC	Review	Within Ten (10) Working Days after Receipt of the Work Package
3. Certificates of Insurance for All Policies	Division E2, Article 10	1 - COO 2 - CA	Record	At the Time of Execution of the Contract
4. Payment Request	Division E2, Article 2	2 - Accounts Payable (AP)	Processing	Each Month or Following Completion and Acceptance of Currently Assigned Work
5. Accident and Injury Report	Division F1, Article 11	1 - COO 1 - CA 1 - PC	Information	Weekly
6. Contractor/Subcontractor Personnel Summary Report and Time Sheets	Division F1, Article 3	1 - PC	Record	Daily
7. Field Records	Division F1, Article 4	2 - PC	Record	Within Ten (10) Working Days after Completion of the Applicable Work Package
8. Contractor's Safety and Accident Prevention Program	Division F1, Article 11	1 - COO 1 - CA	Review	Two (2) Weeks Prior to Each Mobilization to IPP Plant Site
9. Equipment Damage Report	Division F1, Article 12	1 - COO 1 - CA 1 - PC	Record	Within Three (3) Calendar Working Days of Discovery
10. Quality Assurance Manual	Division F2, Article 4	1 - COO 1 - CA	Approval	Within Thirty (30) Calendar Working Days after Award of Contract
11. Material Certification Reports	Appendix #2, Article 3B.13	1 - PC	Record	Fifteen (15) Days Prior to Fabrication
12. Certified Concrete Mix Test Reports	Appendix #2, Article 3B.16.2	1 - PC	Record	Fifteen (15) Days Prior to Installation
13. Painting/Coating Materials	Appendix #2, Article 9B.4.4	1 - PC	Review	Fifteen (15) Days Prior to Application

DIVISION F2

DETAILED REQUIREMENTS

7. Receiving, Handling, and Storage: This Article covers the requirements for receiving, handling, documentation, and storage of all Contractor-furnished and IPSC-furnished materials and equipment.

Materials and equipment shall be stored only in assigned laydown areas.

Before unloading any materials and equipment, Contractor shall prepare and submit to IPSC for approval, a materials locator system. Storage and laydown areas approved by IPSC shall be utilized in accordance with the locator system and as acceptable to IPSC. The locator system shall be kept current and shall indicate the location and description of all stored items for which Contractor is responsible. Revised copies of the locator system shall be submitted to IPSC on at least a monthly basis or as required by the Project Coordinator.

- a. Receiving and Handling: Contractor shall be responsible for the prompt unloading of all materials and equipment to be unloaded under the Contract.

Contractor shall handle all materials and equipment carefully to prevent damage or loss, shall store them in an orderly manner, shall keep adequate and convenient records of their location, and shall keep a continuously accurate inventory. The inventory shall be kept by Work Package number and shall be updated no less than once per week.

The use of bare wire rope slings for unloading and handling materials and equipment is prohibited except with the specific permission of IPSC.

- b. IPSC-Furnished Materials and Equipment: Contractor shall examine all shipments of IPSC-furnished materials and equipment to be received into Contractor's possession. Contractor shall notify IPSC immediately of any shortages, discrepancies, or damage. Any failure of Contractor to take all necessary and appropriate action in regard to receipt of damaged goods from a carrier, which prevents the filing of a properly documented claim, may render Contractor liable for repairs or replacement of the damaged goods.

When IPSC-furnished materials and equipment are provided within the Contract, Contractor shall prepare a listing of the materials and equipment received and acknowledge receipt from IPSC. After such materials and equipment are received in good condition by Contractor, Contractor shall thereafter be solely responsible for any damage, destruction, or shortage, and for the proper accounting for their use until final acceptance of Contractor's Work. Shortages or damage to materials and equipment not identified prior to departure of the carrier from the IPP Job Site shall be supplied and made good at Contractor's expense.

DIVISION F2

DETAILED REQUIREMENTS

Contractor shall handle, arrange for transportation, and reload, if required, all IPSC-furnished materials and equipment which have been rejected or require off-site repair or modification.

Contractor shall handle, arrange for transportation, and load all returnable packing boxes, special handling devices, and cable reels for IPSC-furnished materials and equipment. All such materials and equipment shall be returned as promptly as possible.

Contractor shall replace, at Contractor's expense, all IPSC-furnished materials and equipment which are lost or damaged while in the possession of Contractor. Replacement materials and equipment shall be of a type and quality equal to the original materials and equipment, acceptable to IPSC, and shall be obtained expeditiously to prevent delay of the Work.

Certain IPSC-furnished equipment shall be immediately transported to the installation area as required by IPSC.

- c. Storage: Storage areas on the IPP Plant Site will be allocated for Contractor's use by the Project Coordinator. Materials and equipment stored outdoors shall be stored in assigned laydown areas.

Contractor shall confine the storage of materials and construction equipment in a manner acceptable to IPSC and in accordance with technical specifications, manufacturer's instructions, and all applicable ordinances, regulations, or laws. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly protect any person having access to or near the storage site. Contractor shall be solely responsible for any act of trespass that results in damage to, or loss of, stored materials and equipment.

All electric motors shall be continuously heated during the time in storage and until placed in initial operation. The heat shall be applied by energizing the built-in space heaters where supplied. Other motors shall have heat applied in a manner acceptable to IPSC.

Motor bearings, collector rings, commutators, control components, and other exposed parts shall be protected against corrosion and periodically inspected. Brushes shall be lifted from rings to prevent galvanic corrosion. Bearing oil reservoirs shall be filled to the indicated level with the proper lubricating oil.

All openings in equipment and piping not stored under weatherproof covers shall be closed to prevent entrance of dirt or moisture during storage.

DIVISION F2

DETAILED REQUIREMENTS

All platforms, enclosures, shoring, and weatherproof coverings furnished by Contractor for storage use shall remain the property of Contractor and shall be removed upon completion of the Work.

- d. Open Platforms: Open platforms shall be constructed from sound lumber not less than two (2) inches nominal thickness. Open platforms shall be adequately constructed to support the loads imposed by the stored materials and equipment. Platforms shall be level, supported by adequate means, and shall not be less than eighteen (18) inches above grade. Shoring for storage of materials and equipment shall utilize sound timbers not less than six (6) inches by eight (8) inches nominal size. Shoring shall be arranged to provide eight (8) inches of clearance above grade.
- e. Coverings: Weatherproof coverings for outdoor storage shall utilize a waterproof flame resistance-type sheeting. Sheeting widths shall be the maximum practicable, and if necessary, widths may be built up by using waterproof-taped splices. The sheeting shall be carefully placed and tied down to prevent moisture from entering the laps and to prevent wind damage to the coverings.
- f. Storage Schedules: Except as otherwise specified, the storage method to be used for various materials and equipment shall be determined as follows:
 - (1) Materials and equipment which incorporate electrical equipment or which have finish painted surfaces, and other items which would be damaged by outdoor exposure, shall be stored indoors. When such storage would present an unreasonable building space or volume requirement, the materials and equipment may, when acceptable to IPSC, be stored under weatherproof coverings on shoring or platforms.
 - (2) All small loose items which could be easily lost, stolen, broken, or misused shall be stored indoors.
 - (3) All pipe hangers shall be stored individually in sturdy containers or on solid top pallets clearly identified with the MARK NO. in a weatherproof manner. At no time shall Contractor allow component parts to become separated from the appropriate storage container or pallet.
 - (4) All other materials and equipment shall be stored on open platforms or shoring.
 - (5) Combustible and flammable materials shall be handled and stored as specified in Division F1, Article 17, Fire Protection.
 - (6) All storage methods and schedules shall be subject to acceptance by the Project Coordinator.

APPENDIX #1

This Appendix contains the following:

1. IPSC Safety Code Materials
2. Intermountain Power Facility Emergency Procedures Handbook

APPENDIX #2

This Appendix contains the following:

1. Site Standard Construction Technical Specifications:
 - a. General Requirements
 - b. Site Work
 - c. Concrete
 - d. Masonry
 - e. Metals
 - f. Thermal and Moisture Protection
 - g. Doors and Windows
 - h. Finishes
 - i. Mechanical
 - j. Electrical

APPENDIX #3

This Appendix contains the following:

1. PAI #101 - Spill Prevention Control and Countermeasure Plan

APPENDIX #4

This Appendix contains the following:

1. PAI #106 - Hazardous Materials and Waste Management
2. PAI #144 - Minimization and Control of Hazardous Materials and Wastes